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The Solicitors' Journal.

LONDON, APRIL 28, 1877.

CURRENT TOPICS.

MR. FRY, Q.C., will be sworn in a judge of the High Court of Justice this day (Saturday). It was originally intended that he should take his seat on Tuesday next (May 1); but, owing to the delay necessarily occasioned by the transfer of causes, it is not likely that he will sit before Monday week.

IT IS NOT VERY OFTEN that an appointment to the bench is so thoroughly and indisputably satisfactory as that which has just been made. Mr. Fry, Q.C., is well known as a pre-eminently skilful advocate, and, unless the judgment of his associates at the bar is greatly mistaken, he possesses a mind exceedingly subtle and rapid in action, but which seems never misled by its own subtlety into crotchety and eccentric views; a disposition to rest on broad principles rather than on fine and wire-drawn distinctions, and an extensive and accurate knowledge of law. These are the qualifications of a great judge, and we believe that the new judge will justify the high expectations which have been raised by his elevation to the bench.

IF ANYTHING WERE NEEDED to add force to the considerations we last week urged with reference to the effect on the chambers of the Vice-Chancellors and the Master of the Rolls of the transfer of the heavy causes from their lists to the list of the new judge, it would be found in the statement made by the Master of the Rolls on Monday last. Referring to the reports from chambers quoted by the Lord Chancellor in his speech on the second reading of the Judicature Bill, he observed that the state of business in his chambers was by no means so satisfactory as the state of business in the chambers of the Vice-Chancellors appeared to be. In fact, his chambers were quite choked, it being impossible to obtain an appointment at less than ten days to a fortnight's distance. That is to say, in spite of the relief afforded to the officials at chambers by the days on which the Master of the Rolls is occupied in hearing "common law cases," his chamber staff are wholly unable to cope with the work sent to them. What then will be the condition of the chambers when the learned judge is relieved of the heavy common law cases, and is able to devote the whole of his time to sending matters into chambers?

ALTHOUGH the new judge is to be deprived of chief clerks, it is to be presumed that he will be allowed a registrar in court to take notes of the judgments, and to draw up the orders made. The staff of the registrars has only recently been brought up to its proper strength to meet the increased work of the four existing chancery courts, and of the Appeal Court, and, unless it is desired to see a return of the block in the Registrars' Office,

which is just beginning to abate, it is essential that additional strength should be provided to get through the work of drawing orders within a reasonably short time of their being pronounced. Why should self-evident facts like these always be neglected until the complaints of the profession at Lincoln's-inn wax loud enough to be heard at Westminster? It is believed that the fees taken in the offices of the Chancery Division more than pay the salaries of the officials; if, however, there is any deficiency of funds to meet the new salaries, many of the fees of court are moderate enough in amount to be capable of increase. It has been estimated that a new court will add at least a tenth to the work of the administrative departments.

SOME MONTHS AGO we drew attention to a judgment of the Master of the Rolls enunciating a rule which it appeared to us would injuriously fetter the discretion of solicitors. Often in the course of a long negotiation an opportunity is suddenly afforded of effecting a settlement of the matter in hand, or of obtaining some important information or advantage for the client, by a personal interview with some one at a distance. If the subject-matter of the negotiation is property in a foreign country, it is almost certain that such opportunities will from time to time occur. When they do occur, what is best for the client—that the solicitor who conducts the case should be at liberty to undertake a journey on his own responsibility, subject to the obligation thereafter to show a retainer by subsequent ratification of the journey or adoption of its results by the client, and to prove to the taxing master that the results justified the outlay; or that the solicitor should be unable to stir without a previous written authority or a specific verbal authority from his client, which it might take some days to obtain? One would think that the answer was obvious; but the Master of the Rolls, in *Re Snell* (25 W. R. 40), held that, where a solicitor takes journeys out of the jurisdiction of the court, he must previously "take special instructions in writing from his client." While fully admitting that neither a general retainer, nor a retainer to conduct a suit, could authorize a solicitor to take journeys out of the jurisdiction, we ventured to point out that the rule laid down by the Master of the Rolls was not only likely to give rise to inconvenience, but was inconsistent with the view of Lord Brougham (*Lord v. Kellett*, 2 M. & K. 1), who, in reference to the contention that, whenever the fact of a retainer was denied, a solicitor was bound to produce an authority in writing, said that the authority might be by parol as well as by writing, and in the former case it might be proved by circumstances and by the subsequent conduct of the party. Now in *Re Snell* there was as strong evidence of subsequent ratification as could well be imagined. Mr. Snell had been generally retained as solicitor to a Utah mining company, and had been specially retained to conduct a chancery suit brought by the company. While the suit was pending he made several journeys to Paris; the three last exclusively on the business of the company. On the last two journeys he was accompanied by the chairman of the company, whose expenses were paid by the company, and who joined with Mr. Snell in continuing the negotiations commenced on his former journeys. These negotiations were adopted and ratified by the company. Mr. Snell also paid a visit to America, in which he had made investigations as to matters upon which counsel for the mining company had advised that evidence should be obtained from America. He did not charge the company with the costs of his journey, but claimed a sum of £100 for his services. The company obtained information from Mr. Snell on his return, and acted upon such information. The Court of Appeal, holding that there had been ratification by the company, reversed the decision of the Master of the Rolls disallowing Mr. Snell's costs. The result appears to be that

while a solicitor is not justified in taking special journeys, or going out of the jurisdiction, at the expense of his client without a special retainer for that purpose, such retainer may be shown by subsequent ratification, and a client who has availed himself of negotiations carried on, or information obtained, by the solicitor on his journey, cannot afterwards refuse to pay to the solicitor such costs as the taxing master may deem reasonable having regard to the work performed.

A CORRESPONDENT points out that, under section 11 of the Judicature Act, 1875, and section 42 of the Judicature Act 1873, the Chancery Division may be selected as the division in which an action may be commenced, and that the action so commenced is to be "assigned to one of the judges thereof by marking the same with the name of such of the said judges as the plaintiff may in his option think fit"; and he asks, in the absence of any order or rule to the contrary, what is there to hinder any action commenced in the Chancery Division from being thus "assigned" to the additional judge attached to that division? The learned gentleman just appointed to the office will almost certainly be a popular judge, and it may be that a large number of causes will be marked for him. Of course, if, in exercising the option given by the rule above quoted, actions should be assigned by the parties to the additional judge other than such as it is intended should be heard by him, the Lord Chancellor may, under section 36 of the Judicature Act, 1873, and r. 1 of ord. 51, transfer them to another judge. But this would be an inconvenient process, and if it is really intended that the new judge shall take only "common law cases," it would be well if some timely order or rule were issued prescribing the kind of actions assignable by the parties to the additional judge.

PROMOTERS.

If any doubt were still entertained as to the correctness of the often-derided opinion, held by some metaphysical and religious philosophers, that the human mind has within it the perfect figure of truth, and only needs unweaving to make the archetypal reality stand forth in original and unborrowed beauty, it would be removed by the history of some recent cases on the liability of vendors and promoters. There is, if reminiscences of the past do not mislead us, a direction relating to certain dances which reads somewhat as follows: "change hands and cross over." The direction would seem to many superficial observers to have been faithfully followed by some learned judges, but from the expressions which they use it is plain that the true doctrines subsequently enunciated by them were all the time in their minds, and were only deflected in their utterance by some untoward circumstance.

Not long since a person purchased a patent which, by the agreement for sale, was to be taken over by a company to be formed by the purchaser. Nay, so much was this of the essence of the contract that, if the purchaser failed in his efforts to form a company for this purpose, the agreement for purchase was to be void, and he was to forfeit £1,000 to the owner of the patent; so that, in effect, he never had any right or interest of his own in the patent; all his rights were to be acquired for the company. He succeeded in forming a company, to which he sold the patent for twice the amount he was to pay for it; and, as may well be guessed, without disclosing the contract between him and his vendor; and of this company he became a director. The question arose whether a shareholder was entitled, under section 38 of the Companies Act, 1867, to have his name removed on the ground of this non-disclosure. The point was in itself a comparatively

narrow one, and few are disposed to question the correctness of the decision; but in the course of the case important utterances were made which could only have led unusually acute persons to guess what was really in the minds of the learned judges who made them. So immaterial was the whole transaction deemed to be by the learned Vice-Chancellor who heard the case that he said "it could not in reason be suggested that, if stated, it would have made any difference in the opinions of the shareholders, or that the shareholders or intending shareholders could have been in any degree prejudiced, affected, or even influenced by the fact that he had bought at a very cheap rate that which he was selling at a comparatively dear rate" (i.e., double the price). The relation between the company and this intermediary was also clear, plain, and simple, and unaffected by any peculiar considerations; in fact, it was no relation at all but that of buyer and seller. All else was wanting. The learned judge "could not find when any fiduciary relation between them ever existed," and there was "a total defect of evidence that he was a promoter of the company" (*Gover's case*, 23 W. R. 608).

The learned judge who presided in the Court of Appeal found the case equally plain and straightforward. The making of the provisional contract with the company was the first period of time at which it could be said that the company had even an inchoate existence; and, it was from and after the making of that contract that any fiduciary or other relation between the seller and the company began. In the making of that contract, in presenting his own terms and conditions, he was in the position of an ordinary vendor with an ordinary purchaser. Everything anterior to that was a matter relating to himself and to his own title as vendor (*Id.*, 24 W. R. 125).

Who could have guessed from these expressions the fate which awaited others who, under almost precisely similar circumstances, were brought before the same judgment seat?

The proprietors of large works, anxious to realize such a price as experience showed could only be hoped for from a company, agreed with a well-known financier, not, indeed, for a sale to him of the property contingent upon his forming a company to take it over, but for the formation of a company to take it over at an agreed price, in default of which, like the purchaser of the patent, he was to forfeit a deposit; but if he succeeded he was to get, not, indeed, as in the other case, the difference of the price to him and to the company, but a large share of the price which the company paid to the proprietors. The company, to which the arrangement between the proprietor and the financier was not disclosed, having afterwards learned the secret, sought to set aside the sale as against the vendors, and to treat the financier and others connected with him in the promotion of the company as trustees for them of the amount received. The vendors, fleeing from the impending storm, got themselves dismissed from the suit on restoring to the company about one-sixth of the amount received by them, so that we have no opportunity of knowing how they would have been dealt with. But a lively concern on the part of the court for the interests of "that numerous class of persons who are too willing to invest" has stripped the financier of his gains, and restored them to the coffers of the company. The fact in *Gover's case*, that the vendor of the patent to the company was to pay to his vendor only half the amount which he was to receive from them, and that his own so-called purchase had only been effected with the view, and under the obligation, and on the condition of forming a company to take it over, was a fact perfectly immaterial to the company, and not such as could affect the mind of a single shareholder; but the fact in *Bagnall v. Carlton* (decided on Wednesday last) that the financier was to receive about a fourth of the purchase-money, was a material fact which it was a departure from good faith not to disclose. But now the obligation of the financier and of those connected with him as promoters to disclose these material

facts shone out with the clearness of an archetypal idea. "If the case were not supported by authority," the learned judge would have considered that a fiduciary relation was constituted which bound them to disclose the fact that each of them had bargained to retain a portion of the moneys to be subscribed, that is, of the purchase-money paid to the proprietors; and this relation, with its accompanying obligation, was created by the fact that, though neither shareholders nor directors, they were promoters of the company. This original and self-evident proposition was, however, as the learned judge observed, also supported by authority, and the authority referred to was that of *The New Sombbrero Phosphate Company v. Erlanger* (25 W. R. 436), where the learned judge who had presided in the Court of Appeal in the case of the patent had since held that a promoter is in a fiduciary relation to the company which he promotes.

It only remains that the idea which has been thus discovered should be defined, and that we should have clearly expressed what are the essential elements either denoted or connoted by the term "promoter," a term which can doubtless be traced back to the region of archetypal forms. If what is laid down means that one who represents and professes himself to be acting for or in the interest of another, and who receives from that other such trust and confidence as is accorded to such representations and professions, is not at liberty to use his position for his own advantage at the other's expense, and must be held to be a trustee for the other of any advantages so obtained, the proposition is in itself tolerably plain and familiar. The difficulty is to interpret the facts, and to find when and where the relation commences, and to whom the description applies. But if what is meant is founded, as some expressions seem to indicate, on some recondite and mysterious idea of parentage, creation, and the calling of a company into existence, we must wait till they are made clearer by a further withdrawing of the veil.

In the present state of affairs, with several cases now on their way to the ultimate court of appeal, some things may still be doubtful, but one thing is plain—that if a financier is anxious to secure the profits of a sale to a company, but to escape the risk, he must imitate the conduct of the negotiator of the patent, and not that of the negotiator of the iron works.

Mr. Arthur Charles, B.A., Q.C., has been appointed one of the examiners in common law and the law and principles of evidence to the University of London.

In order to provide further accommodation for the judges of the common law divisions, the official referees at Westminster, Mr. Dowdeswell, Q.C., and Mr. W. H. Verey, have given up their courts and rooms where they have hitherto held their sittings, and have removed to No. 32, Abingdon-street, Westminster, where, in future, all cases before them in London will be tried.

A meeting of the Judicature Acts (Legal Offices) Committee was held at 13, Delahay-street, on Monday. There were present the Master of the Rolls (chairman), Mr. Justice Lush, Mr. Herschell, Q.C., M.P., Mr. W. Law, C.B., Mr. H. L. Pemberton, Mr. E. F. Burton, and the Hon. H. Cuffe (secretary).

"A Solicitor" writes to the *Times*:—"As the Lord Chancellor seems to think lightly of the delays in the chambers of the chancery judges, and that there is no necessity for the appointment of chief clerks to the proposed new judge, I should like, with your permission, to make it known that the earliest appointment of only a quarter of an hour's duration that could on Saturday be obtained for an unopposed matter in the chambers of the Master of the Rolls is for the 5th of June, more than six weeks hence."

RETAINER TO TAKE JOURNEY.

On the 21st inst., the Court of Appeal (James, Mellish, and Baggallay, L.J.J.) reversed the decision of Jessel, M.R., in *In re Snell* (25 W. R. 40). The facts of the case were briefly as follows:—Mr. Snell was the solicitor of an English company called the Flagstaff Company, which had been formed to work a silver mine situate at Utah in America, and he had been instructed to institute a suit in chancery on behalf of the company against their former directors and the person who had sold the mine to the company. The counsel who prepared the draft of the bill advised that information should be obtained from America as to several matters which he pointed out. Before the draft of the bill had been finally settled, Mr. Snell took a journey to America, mainly in relation to the business of another company, for whom he was also acting as solicitor, and who paid the expenses of his journey there and back. While in America he paid a visit to the Flagstaff Company's mine, and there made inquiries and obtained information which, as he alleged, was very material for the purposes of the intended suit. In his bill of costs, subsequently delivered, he made a charge of £100 for the services thus rendered to the company. Upon taxation this charge was allowed by the taxing master, but it was disallowed by the Master of the Rolls. Upon the evidence the Court of Appeal came to the conclusion that it was not established that the directors of the company had given Mr. Snell previous specific instructions to do what he did in America, but they held that it was proved that what he did had been subsequently adopted and ratified by the company, and that this was sufficient to sustain the charge, the amount of which the taxing master thought reasonable. The court said that it was not denied that the directors were cognizant of Mr. Snell's visit to America, and it was clear that on his return they eagerly sought for the information which he had obtained, and at once availed themselves of it, and the court thought it proved that, though formal specific instructions were not given to him as to the course to be pursued by him in America, it was perfectly well understood by the directors, as well as by him, that he would, when visiting the mine and works, keep his eyes open and avail himself of any information he could obtain which might aid him in the advice he should tender to the company. The court thought that under the special circumstances of the case Mr. Snell was justified in what he did, without previous specific instructions, and that the company would have had just reason to complain of him if, on his return, he had told them that he could have obtained at the mine valuable information for the purposes of the suit, but that he had omitted to make any inquiries because he had received no instructions to do so, and had then recommended them to send him out again, with special instructions, at a much greater cost, or to employ an agent on the spot, who, from the want of special knowledge of the case, could not be so well fitted to make the inquiries. The circumstances upon which the court relied as showing the subsequent adoption and ratification by the company were these:—As soon as the directors heard of Mr. Snell's return to England, they passed a resolution to the effect that he should be asked to attend the board "to give such information as he should be able as to the mine." He attended accordingly, and the minutes of that meeting contained an entry that "Mr. Snell attended the board by request, and gave information as to his journey to Salt Lake and his interview with Messrs. Davis & Patrick," and it was then resolved at once to file the bill in chancery. The bill was afterwards filed, the draft having been re-settled with reference to the information obtained by Mr. Snell in America. Under all the circumstances the court held that the services rendered by Mr. Snell were within his retainer, and that, even if they were not, they had been subsequently ratified by the company. Another item in the bill of costs was a charge in respect of three journeys which Mr. Snell took to Paris in relation to a proposed compromise of the suit, which compromise was ultimately effected. The taxing master allowed the expense of the journeys, and also costs, at the rate of five guineas a day, for the time occupied in the company's business. The Master of the Rolls disallowed both, on the general principle that the company had given no previous special instructions in writing. The Court of Appeal were of opinion that, though no formal instructions had been given

to Mr. Snell, he was under the impression, induced by the conduct of some at least of the directors, if not of the board, that he was authorized to make the journeys. The court, also thought that the business done at Paris was done in furtherance of the interests of the company (though that alone would not entitle Mr. Snell to charge for it), and that at any rate the directors, after his return from his last visit, adopted and acted upon what he had done. Under all these circumstances the court allowed this charge also, and they gave Mr. Snell his costs of the appeal and of the hearing before the Master of the Rolls.

Cases of the Week.

VOLUNTARY SETTLEMENT—SUBSEQUENT PURCHASER FOR VALUE FROM SETTLOR—ASSIGNMENT OF LEASEHOLDS—27 ELIZ. c. 4.—In a case of *Price v. Jenkins*, heard by the Court of Appeal on the 23rd inst., an apparently novel point was decided with reference to the effect of the Act 27 Eliz. c. 4. A widower married a widow, each of them having children by a former marriage. Prior to the marriage a settlement was executed of property of the husband and property of the wife. The husband's property was settled on trust for himself and the wife for their joint lives, with remainder to the survivor for life, and, after the death of the survivor on trust for the son of the husband by his first wife absolutely. The wife's property was settled on trust for herself and her children, then living or thereafter to be born. The husband's property included some land of which he was the original lessee, and this leasehold property was assigned to the trustees of the settlement, of whom the son was one. After the marriage the husband entered into an agreement to sell the leasehold property to a purchaser for value. In a suit for specific performance by the purchaser against the husband and the son, Hall, V.C., held (25 W. R. 427, L. R. 4 Ch. D. 483) that the son was a mere volunteer, and decreed specific performance of the agreement for sale. Upon appeal this decision was reversed, but on an entirely different ground. The court (James, Mellish, and Baggallay, L.J.J.) held that an assignment of leasehold property could not be without consideration, inasmuch as the assignee became legally liable to pay the rent and to perform the covenants contained in the lease, and the quantum of consideration being immaterial, so long as there was some valuable consideration, the settlement could not be said to be voluntary. Thus, apparently for the first time, 300 years after the passing of the statute, it is held in effect that it does not apply to leaseholds.

VENDOR AND PURCHASER—CONDITIONS OF SALE—PROPERTY SOLD SUBJECT TO FREE AND QUIT RENTS, &c.—FORM OF CONVEYANCE.—The same day the Court of Appeal (James, Mellish, and Baggallay, L.J.J.) affirmed the decision of Bacon, V.C., in *Gale v. Squier* (25 W. R. 226, L. R. 4 Ch. D. 226). Upon the sale of freehold property by auction, one of the conditions of sale was this:—"The property is sold, and will be conveyed subject to all free rents, quit rents, and incidents of tenure, and to all rights of way, water, and other easements (if any), and to all liabilities to make and maintain roads or fences, or other liabilities of a like nature, and to all existing tenancies thereof, and all rights and claims of what kind and nature soever (if any) of the tenants, without any obligation on the part of the vendor to define any such rights or claims." The vendor's solicitors required the insertion in the conveyance to the purchaser of the words of the condition beginning with "subject to" and ending with "and to all rights and claims of what kind and nature soever of the present tenants." The purchaser's solicitors objected that there were, in fact, no rents or other incidents of tenure to which the words of the condition were applicable, and that the insertion of the words in the conveyance would prejudice the title. The Court of Appeal, however, agreed with Bacon, V.C., in holding that the words which we have placed in italics amounted to a contract between the parties that the reservation should be inserted in the conveyance. The vendor, however, agreed to be content with a letter signed by the purchaser that the omission of the words in question from the conveyance should not be regarded by him as a waiver of the condition, and the dispute was arranged in that way.

INFANT—MAINTENANCE—CONTINGENT LEGACY—23 & 24 VICT. c. 145, s. 26 (LORD CRANWORTH'S ACT).—In another case of *In re George*, heard the same day, a testator had bequeathed his personal estate to trustees, upon trust to pay an annuity of £200 to his wife, and also to raise out of the income for every son of his (except the eldest) who should be under twenty-one, and for every daughter who should be under twenty-one and unmarried, the yearly sum of £50, and pay the same to his wife for the maintenance and education of such children respectively. And he bequeathed £4,000 to each of his two daughters, if and when they should respectively attain twenty-one or be married, which should first happen, and to his youngest son £6,000, if and when he should attain twenty-one, and he bequeathed the residue of his personal estate to his eldest son, if and when he should attain twenty-one. In a suit of *George v. Turnell* (25 W. R. 182), Malins, V.C., held that the legacies to the two daughters and the younger son, did not carry interest till the vesting at twenty-one, or, in the case of the daughters, at marriage. Upon a summons in the matter of one of the daughters, an infant, Hall, V.C., ordered that out of the income of her contingent legacy the trustees should apply £50 a year for her maintenance, in addition to the £50 directed by the will. His lordship was of opinion that this order was authorized by section 26 of Lord Cranworth's Act. The Court of Appeal (James, Mellish, and Baggallay, L.J.J.) held, that the power given by that section did not apply; that it authorized the application to the maintenance of an infant of income to which he would be entitled on the happening of a contingency, but did not authorize the application for that purpose of income to which he would not be entitled on the happening of the contingency, though he would upon its happening be entitled to the fund from which the income arose.

SALVAGE—SAVING OF LIFE BY PERSONS NOT SAVING CARGO—JURISDICTION OF ADMIRALTY DIVISION—MERCHANT SHIPPING ACT, 1854 (17 & 18 VICT. c. 104), s. 458.—An important question upon the construction of section 458 of the Merchant Shipping Act of 1854 was decided by the Court of Appeal (James, Baggallay, and Brett, L.J.J.), on the 24th inst., in a case of *The Schiller*. The section provides that "whenever any ship or boat is stranded or otherwise in distress on the shore of any sea or tidal water situate within the limits of the United Kingdom, and services are rendered by any person (1) in assisting such ship or boat; (2) in saving the lives of the persons belonging to such ship or boat; (3) in saving the cargo or apparel of such ship or boat, or any portion thereof, and whenever any wreck is saved by any person other than a receiver within the United Kingdom, there shall be payable by the owners of such ship or boat, cargo, apparel, or wreck, to the person by whom such services or any of them are rendered, or by whom such wreck is saved, a reasonable amount of salvage, together with all expenses properly incurred by him in the performance of such service or the saving of such wreck." In the case of *The Schiller*, which was wrecked on the coast of the Scilly Isles, having a large quantity of specie on board, the plaintiffs saved the lives of some of the passengers and crew, but did not save any of the cargo. The defendants, the owners of the specie, afterwards recovered the greater part of the specie by the aid of divers, whom they employed at their own expense. The plaintiffs claimed from the defendants salvage in respect of the services they had rendered in the saving of life. The question was whether, under section 458, a person who had only saved human life, who had not saved or "salved" any part of the cargo, and where the cargo had not been "salved" by any one, could recover any compensation for his services from the owners of the cargo. The Court of Appeal (Brett, L.J., dissenting) agreed with Sir R. Phillimore in holding that section 458 authorized the plaintiff's claim. James, L.J., said that the section must be read as it would be understood by ordinary men unacquainted with the technicalities of the Court of Admiralty. Brett, L.J., was of opinion that the word "saved" in the section must be understood in the technical sense of "salved," i.e., as referring to services rendered by salvors, by persons who had "salved" property. The section, he thought, did not confer on the Court of Admiralty any jurisdiction over property in a case where the property would not, before the passing of the Act, have been subject to its jurisdiction.

CHARITABLE TRUSTS ACT, 1853, s. 17—"SUIT OR OTHER PROCEEDING"—CONSENT OF CHARITY COMMISSIONERS.—On the 24th inst. the Court of Appeal (James, Mellish, and Baggallay, L.J.J.) affirmed the decision of Jessel, M.R., in the case of *Holme v. Guy* (25 W. R. 390). The action was brought by the governors of an endowed school against the master, whom they had dismissed, claiming an injunction to restrain him from teaching in the school, and from remaining in occupation of the school-house. The defendant demurred, on the ground that the action could not, under section 17 of the above Act, be brought without the previous consent of the Charity Commissioners. The Court of Appeal agreed with the Master of the Rolls in holding that the section referred only to suits or other proceedings in chancery to administer the funds of the charity, and did not apply to what was really a common law action of ejectment by the trustees as legal owners of the property of the charity.

POST-NUPITAL SETTLEMENT—SUBSEQUENT PURCHASER FOR VALUE—27 ELIZ. C. 4.—The same day the Court of Appeal affirmed the decision of Bacon, V.C., in *Treadale v. Braithwaite* (25 W. R. 222, L. R. 4 Ch. D. 85). A testator devised land to his daughter in fee, declaring it to be his wish that if she should marry she should, before marrying, settle the estate for her own separate use for life, independent of her husband, and to such uses as she should by her will, and notwithstanding her coverture, appoint. After the testator's death the daughter married, but she executed no settlement, or agreement for a settlement, prior to the marriage. After a child had been born of the marriage the husband and wife, by a deed acknowledged by the wife, made a settlement of the estate. The deed contained a recital of the testator's will, and that the settlement was executed to give effect to his wish, and the conveyance was to the trustees in fee, to the use of the trustees and their heirs during the life of the wife, upon trust to permit her to receive the rents for her separate use, without power of anticipation, with remainder, if the husband survived her, to the use of the husband and his assigns for his life; and after the death of the survivor of the husband and wife, upon trust for the children of the marriage who should attain the age of twenty-one or marry, with remainder, if no child should attain a vested interest and if the wife should survive, to the use of the wife, in fee, and if the husband should survive, then, subject to his life estate, to the use of two brothers of the wife as tenants in common in fee. Afterwards the husband and wife, concealing the settlement, mortgaged the property. The mortgagee instituted the suit to set aside the settlement as fraudulent against him. The Vice-Chancellor was of opinion that, inasmuch as the settlement amounted to a bargain between the husband and wife, the husband giving up his estate by the conveyance, the wife giving him a life interest after her death, and making a provision for the children, the settlement was not voluntary, and was not therefore void under the statute, except to the extent of the interest taken by the husband. The Vice-Chancellor followed the decision in *Harrison v. Negus* (1 W. R. 262, 16 Beav. 594), and his view was upheld by the Court of Appeal.

WILL—CONSTRUCTION—GENERAL GIFT—SUBSEQUENT SPECIFIC ENUMERATION.—In another case of *King v. George*, heard the same day, a testatrix made her will in these terms:—"I bequeath to A. all that I have power over, namely, plate, linen, china, pictures, jewellery, lace, the half of all valued to be given to H. The servants in the house who have been a year with me to receive £10, and clothes divided among them. Also all kitchen utensils." Malins, V.C., held (25 W. R. 266, L. R. 4 Ch. D. 435) that the will amounted to a general disposition of all the property of the testatrix, and this decision was affirmed by the Court of Appeal (James and Mellish, L.J.J., and Baggallay, J.A.), who held that a general description, sufficient to pass the whole property of a testator, could not be cut down by a mere subsequent enumeration of parts of it.

COSTS—HIGHER OR LOWER SCALE—ACTION FOR FORECLOSURE OR REDEMPTION—ADDITIONAL RULES OF COURT, 1875 (AUGUST 12, 1875), ORD. 6, R. 1 (4)—CONSOLIDATED ORD. 38, R. 2—REGULATIONS AS TO FEES.—In a case of *Tweedle v. Lows*, heard by the Court of Appeal on the 18th inst., a question arose whether costs ought to be taxed on the higher or lower scale. The suit (instituted in the Court of Chancery in 1871) sought to have some deeds which had been executed by the plaintiff declared void on the ground of fraud. By the decree, made in June, 1875, Hall, V.C., declared two of the deeds void, and ordered them to be delivered up to be cancelled, and as to the other three deeds it was ordered that they should stand as security only for the amount, with interest, which should be found due by the plaintiff to the defendant upon taking an account. The result of the account was that £494 was due for principal and interest. The taxing master was of opinion that the case fell within section 3, not section 2, of the regulations as to fees under the consolidated orders of the Court of Chancery, and taxed the costs on the higher scale, and Hall, V.C., affirmed his decision. The Court of Appeal (Jessel, M.R., James and Mellish, L.J.J., and Baggallay, J.A.) affirmed the Vice-Chancellor's decision. Jessel, M.R., said that the object of the suit must be looked at, not the form of the decree. A suit to set aside deeds on the ground of fraud was clearly not a suit for redemption or foreclosure.

STATEMENT OF CLAIM—PARTIES—ALTERNATIVE RELIEF—ORD. 16, RR. 3, 6; ORD. 17, R. 1.—In a case of *Child v. Stenning*, heard by the Court of Appeal on the 18th inst. the plaintiff claimed damages and an injunction against the defendant Stenning in respect of an alleged trespass upon some land which had been demised to the defendant by the defendant Wagner, the lease containing the ordinary covenant for quiet enjoyment. The plaintiff Stenning was the occupier of adjoining premises, which had been conveyed to him by a person to whom the defendant Wagner had conveyed them before the date of the plaintiff's lease, and Stenning claimed to be entitled, as against Wagner and all persons deriving title through him, to a right of way over the land demised to the plaintiff. The plaintiff, by his statement of claim, in addition to his claim against Stenning, claimed that, if the court should be of opinion that Stenning was entitled to a right of way over the land demised to the plaintiff, as against Wagner and persons deriving title through him, then Wagner might be ordered to pay the plaintiff damages for the injury occasioned to him by the breach of the covenant for quiet enjoyment. Wagner demurred to the statement of claim, and Hall, V.C., allowed the demurrer, on the ground that alternative inconsistent relief was sought against the two defendants, and said that r. 3 of ord. 16 did not apply. The Court of Appeal (Jessel, M.R., James and Mellish, L.J.J., and Baggallay, J.A.) were of opinion that the case was one to which the rule exactly applied, and they overruled the demurrer. Jessel, M.R., said that, if the plaintiff was right, he must be entitled to succeed as against one or other of the defendants. If he was driven to bring two separate actions against them, he might fail in both. In the action against Stenning he might prove, and the plaintiff might be unable to disprove, that the defendant had acquired from Wagner a title to the right of way, and in the action against Wagner he might be able to prove that he had never conferred any title on Stenning. Different juries might take different views of the evidence. This was precisely the mischief which r. 3 was intended to meet, and both the defendants ought to be parties to the same action. If it should turn out that the two causes of action could not be conveniently tried together, then r. 1 of ord. 17 gave the court power to order them to be tried separately. James, L.J., said that the only question to be tried was whether Wagner had given the right of way to Stenning or not. If he had he was liable to the plaintiff; if he had not, Stenning was liable. This was clearly a case of alternative relief within r. 3. Mellish, L.J., said that if the rule were to be confined to cases where the cause of action was the same against both defendants its object would in most cases be defeated. His lordship referred to the case of *Honduras Oceanic Railway Company v. Le Fevre* (25 W. R. 310), in which the same construction was given to this rule and r. 6. The plaintiff was seeking compensa-

tion from one or other of the defendants for the same wrongful act, though he did not know which of them was liable. To such a case the rule clearly applied.

PROPERTY OF FOREIGN GOVERNMENT IN HANDS OF AGENT IN ENGLAND—JURISDICTION OF ENGLISH COURT.—The same day the Court of Appeal (Jessel, M.R., and James and Mellish, L.JJ.) affirmed the decision of Hall, V.C., in the case of *Twygoss v. Dreyfus* (noted *ante*, p. 361). The plaintiff sued on behalf of himself and all other the holders of the bonds of the Peruvian Government Loan of 1870, the defendants being the agents of the Government in England who had issued the loan. The interest had fallen into arrear. The bonds contained a statement that, "as a guarantee for the fulfilment of the obligations contracted, the Government, under the national faith, pledges the general revenue of the republic, and especially the free proceeds of the guano in Europe and in America, after the engagements which it has contracted on them are covered," and that "in all the contracts which the Government may enter into for the sale of guano, or under whatever form this sale may have, it binds itself to direct that there be set aside out of the proceeds of each half-year a sum sufficient for the service of that same half-year, and, after such service being secured, to dispose freely of the surplus." The statement of claim alleged that the defendants had "received large quantities of guano for the purpose of thereby and thereout, or out of the proceeds of sale thereof, paying the unpaid interest on the said bonds," and that such guano, or the proceeds of sale thereof, in the hands of the defendants "became applicable, and ought to have been applied by the defendants, in the first place in or towards payment of the interest due on the bonds." The statement of claim also alleged that the defendants claimed a lien on the guano and proceeds of sale in their hands, and threatened to appropriate the same to their own use, and the plaintiff offered to make the republic a defendant to the action, if the republic should so desire, and alleged that "notice that this action has been commenced has been given to the republic. The republic, however, make no claim to the said guano or moneys, or any part thereof." The plaintiff claimed a declaration that he, and all the other holders of the bonds, had, by virtue of their bonds, a first charge on the guano and moneys in the defendants' hands, in priority to the claim of the defendants, and claimed a sale under the direction of the court. The defendants demurred, on the ground that no relief could be given in the absence of the republic, over which, as a Sovereign Power, the court had no jurisdiction, and Hall, V.C., allowed the demurrer. The Court of Appeal were unanimous in affirming the decision. Jessel, M.R., said that, as the court had no jurisdiction over a foreign Government, the bonds created nothing but an engagement of honour, and gave the holder no right of action. Moreover, the language of the bonds was not such as to create what would have been a mortgage or pledge as against an individual. It was made subject to prior engagements, which must include all engagements necessary to the continuance of the Government as a Government, such as the payment of the charges for its military and civil services. The Government, in fact, reserved the right to appropriate any part of the fund it pleased in any other way. There was no binding engagement, and the Government alone had a right to enforce the application of the funds by their agents. The allegations of the statement of claim were quite consistent with the supposition that the Government had borrowed from the agents sums exceeding the amount in the agents' hands to supply their pressing wants. But, at any rate, the agents could not be sued in the absence of the principals, and the principals could not be sued at all without their consent. James, L.J., said that it would be a monstrous extension of the jurisdiction of the court to allow a foreign Government to be sued in this way indirectly through its agents. We believe that similar actions by holders of these bonds have been lately successfully maintained in the courts of Holland and other countries in Europe.

BANKRUPTCY OF PLAINTIFF—ABATEMENT OF ACTION—ORD. 50, RR. 1, 2.—In a case of *Jackson v. The North-Eastern Railway Company*, heard by the Court of Appeal on the 26th inst., the bill was filed on the 13th of May, 1874, to recover a large sum of money alleged to be due to the plaintiff from the defendants. The defendants' answer was filed on the 27th of November, 1874. On the 12th of January, 1875, the plaintiff filed a liquidation petition, under which, on the 18th of February, 1875, two trustees of his property were appointed. On the 15th of November, 1876, the plaintiff delivered his reply. On the 10th of March, 1877, an order was made in the chambers of Malins, V.C., giving the plaintiff further time until the 5th of April to give notice of trial, notwithstanding that the time had expired. On the 15th of March the plaintiff gave notice of trial. On the 28th of March the defendants moved in court to discharge the order of the 10th of March, and to set aside the notice of trial, and also that the cause might be struck out of the list of causes for trial. Malins, V.C., refused this motion, but ordered that the plaintiff should serve Cooper, one of the trustees in the liquidation, with a notice to carry on the action. The other trustee had been made a defendant in another character before his appointment as trustee. His lordship was of opinion that, by virtue of r. 1 of ord. 50, the suit had not become abated by reason of the liquidation. On appeal both the order in chambers and the Vice-Chancellor's order on the motion were discharged. The court (Jessel, M.R., and James and Baggallay, L.JJ.) held that the plaintiff had, by reason of the liquidation, ceased to have any interest in the subject-matter of the suit, and was therefore not entitled to take any step in it. The trustee in the liquidation could obtain an order of course to continue the suit.

PUBLIC HEALTH ACT, 1875, s. 264—ACTION AGAINST LOCAL AUTHORITY—NOTICE.—In another case of *Flower v. The Leyton Local Board*, heard the same day, a question arose upon the construction of section 264 of the Public Health Act of 1875, which provides that "A writ or process shall not be sued out against or served on any local authority, for anything done, or intended to be done, or omitted to be done under the provisions of this Act, until the expiration of one month after notice in writing has been served on such local authority, clearly stating the cause of action and the name and place of abode of the intended plaintiff, and of his attorney or agent in the cause, . . . and, unless such notice is proved, the jury shall find for the defendant." The Court of Appeal (Jessel, M.R., and James and Baggallay, L.JJ.) held, as Malins, V.C., had done (25 W. R. 423), and as Bacon, V.C., held, upon the construction of a similar section (186) of the Metropolis Management Amendment Act of 1862, in *The Attorney-General v. The Hackney Local Board* (L. R. 20 Eq. 626), that this provision did not apply to a bill in chancery, and does not now apply to an action in the Chancery Division of which the object is to obtain an injunction to put a stop to a serious and irreparable injury. The object of the section was, they said, to give the local authority an opportunity of making compensation for damages which they might have wrongfully occasioned, without the necessity and expense of an action. In the particular case the Court of Appeal reversed the decision of the Vice-Chancellor, because they differed from him as to the real object of the action. The Vice-Chancellor thought that its main object was to recover damages; the Court of Appeal were of opinion that its real object was to put a stop to a continuing nuisance, though damages were also claimed in respect of the past injury.

PLEADING—ALTERNATIVE INCONSISTENT RELIEF—SEPARATE DEFENDANTS.—The question of the propriety of claiming inconsistent alternative relief came before Vice-Chancellor Hall on the 18th inst., in *Eds v. Vyss*, which was originally an action for rescission of a contract. The plaintiff purchased, at a sale by auction, what was described as "the reversion to £3,000 sterling, part of a larger sum invested in consols, Bank stock, and India stock"; and, on receiving the abstract, discovered that the vendor was not entitled to any such sum as £3,000 sterling, but to an undivided one ninth share in

certain sums of new three per cent. annuities, Bank stock, consols, and East India stock. He thereupon declined to complete, on the ground of misdescription, commenced the action against the vendor and auctioneers for rescission, return of the deposit, and an injunction. In the meantime the vendor, after insisting that the purchaser was bound to complete with compensation for the misdescription (if any) under a condition in that behalf, proceeded to re-sell the property to a Mr. Stophor under another condition giving the vendor the right to re-sell if the purchaser failed to comply with the conditions of sale. Stophor had notice of the action. The vendor then delivered a counter-claim, alleging such re-sale, and claiming the forfeiture of the deposit and £500 damages for the loss on the re-sale. The plaintiff thereupon delivered an amended statement of claim, to which the vendor, the auctioneers, and Stophor were defendants, and by which he claimed the same relief as before, or otherwise, in case the court should hold the contract to be binding upon him, he asked for specific performance, and offered to pay to the vendor such damages (if any) as the court might award. On motion for an injunction the auctioneers were dismissed, with costs to be paid by the plaintiff, without prejudice to the question how they were ultimately to be borne. The defendant's amended defence insisted that the plaintiff must elect between rescission and specific performance, and could not ask for both alternatively in the same action. The same point was taken by the defendant Stophor. On the hearing of the action, *W. Pearson, Q.C., and Maidlow*, appeared for the plaintiff, and *Dickenson, Q.C., J. Bradford, and C. H. Turner*, for the defendants. The Vice-Chancellor came to the conclusion that there was sufficient misdescription to disentitle the vendor to enforce the contract, and said that the rule against inconsistent alternative relief merely amounted to this, that a plaintiff could not put forward two distinct states of facts, and then claim antagonistic relief. In the present case all the relief claimed was founded upon the same state of facts, namely, the narrative of the sale and the proceedings consequent thereon. It all arose out of one contract, and the plaintiff was entitled to say, "I claim to rescind, but if that fails I ask for specific performance under certain conditions," especially as the defendant had herself put forward the claim that the contract was binding on the plaintiff, and had re-sold upon that supposition. He might add that it was not improbable that under the Judicature Acts there would be less strictness upon this point than formerly; and if he had held election and amendment necessary he should certainly have allowed it. The defendant Stophor was properly made a party, but, as no relief had been granted against him, his costs must be paid by the plaintiff, who would be at liberty to add them to his costs against the vendor. There would be an order for rescission, with costs, including the costs, charges, and expenses connected with the sale, and the costs of the auctioneers.

PRACTICE—ACTION BY CREDITOR FOR ADMINISTRATION OF REAL ESTATE—ORD. 16, r. 9.—In a case of *Fryer v. Royle*, on the 21st of April, Vice-Chancellor Bacon required the writ in a creditor's action for administration of real estate to express that the plaintiff sued on behalf of all the creditors. This is according to the rule maintained by the Master of the Rolls in *Worraker v. Fryer* (24 W. R. 269).

PRACTICE—DISCOVERY OF DOCUMENTS—ORD. 31, r. 12.—In the case of *Johnson v. Smith*, an action for seduction, before the Exchequer Division on the 19th inst., the plaintiff applied, without affidavit, for an order of discovery against the defendant. The judge required an affidavit to be made by the plaintiff, and, on this not being complied with, dismissed the summons. The court (*Kelly, C.B., and Hawkins, J.*) held that a party is not entitled to an order of discovery as of right, and that although under r. 12 a judge has the power to grant an order without affidavit, yet that this is a matter of discretion, and that, if there be nothing in the nature of the case to suggest that such documents are in the possession or power of the opposite party, the judge may require an affidavit to be made by the party applying for the order.

6 & 7 VICT. c. 86, s. 28—COMPENSATION FOR DAMAGE OCCASIONED BY FURIOUS DRIVING—ORDER OF MAGISTRATE A BAR TO FURTHER PROCEEDINGS.—In the case of *Wright v. The London General Omnibus Company*, before Cockburn, C.J. and Mellor, J., on the 25th inst., a rule was made absolute to enter judgment for the defendants under the following circumstances:—The action was one for damages for injuries received by the plaintiff from the furious driving of the defendants' servant, and was tried at the Marylebone County Court. The defence which was set up was that the plaintiff was barred of his right of action because he had been awarded a sum of money as compensation for the damages in respect of which he claimed in the action by a magistrate having jurisdiction to award the same under 6 & 7 Vict. c. 86, s. 28, and that he had accepted such sum under the order. It was contended for the plaintiff that the fact, which was not denied, of his having received £5 by order of the magistrate from the defendants' servant was no bar to his action against the defendants, especially as he had not himself applied to the magistrate, but had gone as a witness to support a summons taken out by the police, and the money had been then ordered to be paid to him, though he did not ask for it, and said at the time that it was not a sufficient compensation. The court were, however, of opinion that his receiving the sum ordered to be paid by the magistrate must be held to be an acceptance of such sum in full compensation. The matter was, after such order, a *res judicata*, and could not be revived again by the plaintiff. He should have refused to receive the sum ordered to be paid by the magistrate, and expressed his intention of having the question decided in an action, instead of being disposed of summarily by the magistrate under the provisions of the statute. Not having done so he could not again open the question.

Societies.

SOLICITORS' BENEVOLENT ASSOCIATION.

The thirty-eighth half-yearly general meeting of this association was held at the Law Institution, Chancery-lane, on Monday, the 23rd inst., Mr. Edward Turner Payne (of Bath), the chairman of the board of directors for the present year, presiding on the occasion.

The SECRETARY having read the notice of meeting and the minutes of the last meeting, the report, a printed copy of which each member present had before him, was ordered to be taken as read. The report stated, *inter alia*, that 104 new members had been admitted since last October, and that the aggregate number is 2,374, of whom 886 are life, and 1,488 annual members. Thirty-nine life members are also contributors of annual subscriptions of from one to five guineas. The receipts had amounted to £1,948 13s. 5d., included in which were legacies, under the wills of three deceased members of the association, amounting to £322 10s. The board had distributed a sum of £1,004 5s. in grants of assistance, £624 5s. of which was applied in relief of cases of the primary class, that of members and their families, and £380 in relief of those of the secondary class, non-members and their families. The funded capital of the association consists of £32,957 stock, producing annual dividends amounting to £1,286 19s. 10d.

The CHAIRMAN, in moving the adoption of the report, remarked that there was no special matter in the history of the association during the past half-year which called for particular notice from him. It was, however, satisfactory to know that their rate of progress had not decreased as they advanced in years, and he found, on comparing the figures, that the number of members they had admitted during the past half-year was equal to that of the whole of the previous year. The amount of relief granted had also been increased, and the board would have gone still farther in that direction but that they deemed it better to combine a wise economy with their liberality. They had, however, always given precedence to the applications of those who had the first claim upon the association, their own members and families, and had then attended to the wants of those who belonged to the secondary class. He alluded with regret to the loss which the board and the profession at large had suffered in the death of their esteemed colleague the late Mr. Park Nelson, and said the board had selected in his place, as a

director, a gentleman of whom, he thought the members all must approve, and whom he was glad to see present. The name of another gentleman would be placed before them in October for the office of trustee. In conclusion, the chairman alluded to a proposition which had been brought before the board with reference to establishing a system of "exhibitions" for the purpose of enabling solicitors of limited means to educate their children at public and other schools. The details of the scheme were not yet before the board, but they had arranged for an interview with the proposer, Mr. Mackrell, of London, and they would consider whether it was expedient for that association to enter into it.

Mr. J. W. PROUDFOOT (of London) said that he had no fault to find with the present report, except with regard to the amounts paid away in relief of non-members, but he objected to the resolution passed at the last general meeting at Oxford which extended the powers of the board in respect of that relief. The association had been established for a specific purpose, but the resolution had absolutely abrogated that purpose, and he contended that there was no power to do this. He thought also that the matter ought to have been brought forward in London, instead of in an out-of-the-way place such as Oxford, which was difficult to get at, and where the association had only six members. He did not want to stop the flow of charity, but he would ask them to look after themselves, and if they wished to give relief to non-members who did not contribute to the support of the association, let them have a separate society, to which he would willingly contribute a donation. Although he could not move any resolution at the present moment, not having given the requisite notice, they had his ideas upon the subject, and he would see, at the proper time, what he could do.

Mr. J. S. TORR (of London) explained that the board always dealt with the applications of non-members and their families after the members and their families had been relieved, and never until then. The reason why so large an amount of money appeared to have been given to non-members and their families in comparison to that given to members and their families was simply because the former were very much more numerous; and if they had now a protest from Mr. Proudfoot against giving too much to non-members and their families, they had previously had complaints from other members that the objects of the association were restricted too much to members and their families, and asking that it should have more of the character of a benevolent institution given to it.

Mr. RICHARD WALL WALL (of London) thought that, as the applications of members and their families were dealt with first, it could not be said that they diverted the objects of the association in giving some relief to non-members and their families.

Mr. STEPHEN WILLIAMS (of London) observed that the association was always intended to partake of a charitable character, and they were bound by the resolution passed at Oxford until it was rescinded.

After some further discussion the matter dropped, and the adoption of the report and statement of accounts having been unanimously agreed to, the usual votes of thanks were passed to the directors and auditors, and to the chairman, which brought the proceedings of the meeting to a close.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held at the Law Institution, Chancery-lane, on Tuesday, the 24th of April (president, Mr. Rowe), the question for discussion was "Should the jurisdiction of county courts be extended in accordance with the principle of Mr. Cowen's Bill now before Parliament?" Mr. Betts opened the debate in the negative, but at the close the question was decided in the affirmative, most of the members present supporting the principle of the Bill.

UNITED LAW STUDENTS' SOCIETY.

This society met at the Law Institution on Monday evening, the 23rd inst. Mr. Shirley Shirley, B.A., presided. Mr. S. Ward opened the debate, and was followed by Messrs. Archibald, Moyle, Pickersgill, and others. Afterwards an exceedingly animated impromptu discussion took place, each

member present speaking upon a particular subject selected by the chairman.

At the ordinary weekly meeting of the society held at Clement's-inn Hall, on Wednesday, the 25th inst., Mr. F. B. Moyle in the chair, the following subject was mooted:—"That marriage with a deceased wife's sister should be legalized." Mr. Eiloart opened the debate, and after an animated discussion the affirmative was carried by a majority of twenty.

PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

The thirteenth and last meeting of this society for the session of 1876-77 was held at the Athenæum, Plymouth, on Friday, the 20th inst., the president (J. Shelly, Esq.) in the chair. The chairman reported that a circular, as prepared by the committee, had been sent to all the ordinary members of the society asking if they would be willing to attend a dinner about the commencement of the next session, the price of tickets without wine not to exceed 10s., but it was found that more than one-half the members had answered in the negative, and that therefore Mr. Helpman would not bring forward his motion. In pursuance of notice given by circular of the election of two gentlemen to audit the accounts for the past session Mr. Guy and Mr. Oliver were proposed, seconded, and duly elected. The president then gave an address on the preparation of wills, at the close of which Mr. Wolferstan and Mr. Harrison also spoke on the subject: Mr. Harrison then moved a vote of thanks to the president, which was seconded by Mr. C. Matthews and carried unanimously.

ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.

In a preface to a detailed report of the fourth annual conference, of this society, it is stated that the fourth annual conference was held in Germany, in the ancient Hanseatic city of Bremen, from the 25th to the 28th of September, 1876. In accordance with the custom of the country, three only, out of the four days, were devoted to work, a rest being interposed on the 27th, which happened to be the Bremen Day of Prayer and Penitence. But this circumstance was less to be regretted in consequence of several of the subjects upon the order of the day occupying considerably less time than had been anticipated, owing to the absence of some of the American, French, and Belgian gentlemen interested in them. The lateness in the season prevented many members from attending; the Americans were kept at home by their centennial celebrations and the impending presidential election; whilst the Belgians were busy at their own congresses and exhibitions.

Thus, in spite of the accession of numbers during the preceding year which the council were able to report, the attendance at Bremen slightly fell short of that at the Hague. In point of general success, however, the meeting of 1876 greatly surpassed any of its predecessors. Especially deserving of mention are the facts that the German and Scandinavian nations were for the first time very strongly represented, that the labours of the Commission upon Bills of Exchange attained to something like maturity, and that an interest was awakened in the question of general average, almost equal to that which has nearly everywhere been evinced in the labours of the association in connection with the subject of bills of exchange. What further progress has been made will appear from a comparison of the present report with that for last year.

The next conference will be held in Belgium, at Antwerp, and the session will begin on the 28th of August, 1877.

The report of the discussion as to maritime capture is as follows:—

Professor SHELDON AMOS read a paper on "The Right of Belligerents to capture Private Property at Sea." He adverted to the resolutions passed at Bremen in 1859 by an influential meeting of 300 merchants and others in favour of exempting private property at sea from capture in time of war. The subject, he said, could not be approached from the point of view of the interests of any single State; the only ground on which it could be considered at the present conference was that of the common interests of all States. Nevertheless, the fact that any one State was persistently opposed to the movement was a relevant consideration, as such opposition might render present action hopeless or

premature. England, with her enormous mercantile marine, would gain less, and suffer more, by the present rule than any other State. The same principles applied to the capture of private property at sea as to the taking of private property upon land. The modern doctrine and practice of free trade gave to neutral States a new and peculiar concern in the trade of belligerents, and, through the complexity of modern commerce, the operation of the present rule must press with increasing hardship on neutrals. Trade depended on stability and confidence. If maritime wars were much more frequent than they are, international trade would be so speculative as to be scarcely possible. The abolition of the right of capture would conduce to peace, by enabling States to estimate beforehand their own and their rivals' strength by reference to strictly calculable elements, and the gambling propensity to war would be proportionately discouraged. The declaration of the Treaty of Paris had enabled a belligerent to transfer his carrying trade to neutrals, and forbade the use of privateers. If this declaration was to subsist in force, under the present rule of capture the effect of a maritime war must be simply to increase the gain of neutrals at the expense of both the belligerents, though, as had already been shown, the general and permanent interests of neutrals were adverse to the maintenance of the existing rule. In conclusion, Professor AMOS moved:—"That, considering the recent progress of sound economical doctrines and the changes in the art of war, the conference considers that the subject of exempting private property at sea from capture is one eminently deserving the attention of the association, and commends the further discussion of it to future conferences."

Mr. P. J. BACHIEKE, Councillor of State, of the Hague, seconded the motion.

Herr H. H. MEIER, the originator of the Bremen resolutions of 1859, expounded his views upon the subject in detail. At the time, he said, extraordinary interest was everywhere manifested in the question. Germany then had no navy, and the connection which subsisted between the various States of the German Bund was a very loose one. The United States would not subscribe to the four points in the Declaration of Paris unless the capture of private property at sea was also abolished. Since then Germany had become united and had built a navy. If a war were to break out, the inviolability of private property at sea might be secured by an agreement made between the belligerents in their respective interests. In Italy it had already been declared that in case of war private property at sea should be respected upon terms of reciprocity. In the late war between Germany and France it would have been better if this principle of reciprocity had been observed; but, unless France recognized this principle, Germany could not do so. Let it be called to mind what mischief *The Alabama* had done in its day to the shipping of the Northern States. Supposing England and the United States were to go to war, the cruisers of the latter State might make immense havoc among the English traders. It was to be hoped that such a thing would never happen, but, if it did, England would be worse off in this respect than any of the continental States, inasmuch as all articles which it had to import, such as corn, cotton, and so forth, could only be conveyed to it by sea, whereas a continental Power in time of war could obtain its supplies from abroad through a neutral State, upon paying a somewhat higher rate for transport; as, for instance, Russia did during the Crimean war, when it got its cotton through Germany. It was objected that England would sweep the seas of all cruisers. But, with the modern improvements in steam navigation, it might happen otherwise; and steam vessels built for swift-ness, like *The Alabama*, might do great harm to England. The commercial interests of England were, therefore, identical with the interests of humanity, and it concerned both alike that regard should be paid to the rights of property as much at sea as upon land. Not only were ships and merchandise sacrificed, but the sailors of merchantmen were made prisoners. Public opinion should, then, be stimulated again and again; and the day would soon come when all Governments should recognize the inviolability of private property at sea.

Mr. HENRY RICHARD, M.P., said:—I concur in the view of the last speaker. This important reform in the law of nations is not, however, opposed by the whole of England. Some of our statesmen, such as Cobden and Bright, have declared themselves to be in favour of it; and resolutions advocating its adoption have been passed by the Chambers of Commerce of Liverpool, Manchester, Glasgow, and other

towns. In the capital and thorough scheme produced by the Bremen Chamber of Commerce in 1859 there is in so far a mistake, as it is there stated that the principle was first recognized in a treaty made between Prussia and the United States in the year 1785. In the period from the beginning of the seventeenth century to the end of the eighteenth the rule "Free ship, free cargo," was recognized in all treaties between England and other European States; and, indeed, no country has a greater interest in the inviolability of private property at sea than England, which, by Cobden's account, never has less than £120,000,000 worth upon the water. The subject will be mentioned during the next session of Parliament, and I hope that such a tide of opinion will set in that England, too, will subscribe to the principle of the inviolability of private property at sea.

Dr. BREDIUS pointed out that, when ships and their cargoes were captured, it was not the country of the captors, but private individuals, who were benefited by the prize.

Mr. MURRAY thought that the arguments all pointed one way. The exemption of private property at sea from capture was the logical consequence of the Declaration of Paris. He proposed that the sense of the meeting upon the subject should be taken at once.

The PRESIDENT remarked that this was a question not to be hastily dealt with, and, after further remarks from Dr. BREDIUS, Dr. BARCLAY, of Paris, Professor GOOS, of Copenhagen, and Mr. JENCKEN, Mr. FREELAND, of London, proposed that the resolution be adopted in the following amended form:—"That, having regard to the vast interests of commerce and humanity which are involved in the question of maritime capture, this conference earnestly commends the question to the consideration of future conferences."

Professor AMOS accepted and seconded the amendment, and, upon a show of hands, it was declared to be carried.

Dr. BREDIUS proposed, seconded by Dr. HEERMANN HALKIER, of Copenhagen, and it was resolved:—"That a committee be appointed to investigate the question of the capture of private property at sea and to prepare a report for the next conference."

Appointments, &c.

Mr. ADOLPHUS EDGAR CHURCH, solicitor, of Colchester, has been appointed Coroner for the District of the Soken, in succession to Mr. Edward Chapman, of Harwich, who has resigned. Mr. Church is the son of the late Mr. John Henry Church, solicitor, and was admitted in 1855. He is also coroner for the borough of Colchester, vestry clerk of the parish of Wyenehoe, and clerk to the Wyenehoe Burial Board.

The Hon. HAMILTON JOHN AGOMONDESHAM CUFFE, barrister, has been appointed Secretary to the Judicature Acts (Legal Offices) Commission. Mr. Cuffe is the second son of the late Earl of Desart, and was born in 1848. He is a graduate of Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1872, and practises on the South-Eastern Circuit and at the Norfolk and Suffolk Sessions.

Mr. EDWARD FRY, Q.C., has been appointed a judge of the High Court of Justice under the Supreme Court of Judicature Act, 1877. The new judge was educated at University College, London, and graduated B.A. at the University of London in 1851 in classical honours. He was called to the bar at Lincoln's-inn in Trinity Term, 1854. He became a Queen's Counsel in 1869. He is the author of a treatise on "Specific Performance," and he is a bencher of Lincoln's-inn, a Fellow of University College, and was recently examiner in equity and the law of real property to the University of London.

Mr. WILLIAM EDWARD HENNIKER FORSYTH, barrister, of Calcutta, has been appointed to act as Assistant Secretary to the Bengal Government Legislative Department. Mr. Forsyth is the eldest son of Mr. William Forsyth, Q.C., M.P., and was born in 1845. He was educated at Trinity College, Cambridge, where he graduated in the second class of the classical tripos in 1867, and he was called to the bar at the Inner Temple in Michaelmas Term, 1869. He formerly practised on the Home Circuit, and he has been for some time clerk of the Crown at Calcutta.

Mr. JAMES HENRY KNIGHT, solicitor (of the firm of Knight & Underwood), of Hereford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

Mr. WILLIAM WHARTON ROBINSON, of Oxford, has been elected (without opposition) to be Coroner for the Central Division of Oxfordshire, in succession to the late Mr. William Brunner, who held that office for thirty-four years. Mr. Robinson was admitted a solicitor in 1838, and had recently acted as Mr. Brunner's deputy.

Mr. JACOB HENRY TILLET, solicitor, of Norwich, has been elected Chairman of the Norwich School Board. Mr. Tillet was admitted a solicitor in 1839. He has twice been mayor of the city, and has been twice elected M.P. for Norwich in the Liberal interest.

Mr. JOHN EDWARD WARD, solicitor (of the firm of Colborne & Ward), of Newport, Monmouthshire, has been elected Clerk to the Abertillery Local Board of Health. Mr. Ward was admitted a solicitor in 1872, and is also clerk to the Ebbw Vale Local Board of Health.

Legal News.

Mr. John Westlake, Q.C., formerly Fellow of Trinity College, Cambridge, has received the degree of LL.D. from the University of Edinburgh.

The *New Zealand Jurist* says that the New Zealand colonial court of last resort has suffered the loss of all the written judgments rendered at its last sitting. One of them, fortunately—*McBride v. Brogden*—has been printed, and will consequently, descend to posterity. The others may be found, or may not. If not, there will be no reports, unless it should happen that the original drafts have been preserved. This calamity has happened more than once.

The *Albany Law Journal* says that recently a counsel who was arguing a case in the Court of Appeal involving an alleged infringement of the trade-mark of Hennessey's brandies, to illustrate his remarks handed in a bottle of brandy containing the trade-mark which it was alleged was infringed. The bottle, as to its exterior, was examined by the members of the court, and the argument proceeded to its conclusion. It came out, however, after the court had adjourned, that counsel had received a notice from the court that the rules required the furnishing of sixteen copies of all exhibits used in the argument of cases before it, one for the use of each judge, and nine for the clerk.

On Thursday week in the House of Commons, in reply to Mr. Heygate, Mr. W. H. Smith said:—"The operation of the Judicature Act has greatly increased the duties of the Petty Bag Office, and I do not think it would be possible now to abolish it. With regard to the Patent Bill Office and the Great Seal Patent Office the Treasury will not lose sight of the recommendations of the committee of 1867 and the commission of 1874; but it has been thought better to wait for a favourable opportunity of dealing with them, such as the occurrence of a vacancy, rather than to proceed to the immediate abolition of them, which would involve claims for compensation."

On Saturday, Mr. Duncan M'Laren, M.P., introduced to the Lord Advocate, at Whitehall, a deputation from the Scottish Trade Protection Society, the Edinburgh Chamber of Commerce, and the Society of Solicitors of the Supreme Court of Scotland to ask his lordship to introduce a short measure this session taking it out of the power of English county courts to cause a defendant to appear in an English or London county court from Scotland to defend actions, &c., under £50, the ground taken being that it was both costly and troublesome, and that such matters could be better and more cheaply tried and determined in Scotland than by compelling a defendant to come all the way to London with witnesses, &c., to defend what was often a vexatious action. The Lord Advocate said he entirely sympathized with their grievance, and would have some conversation with the

Lord Chancellor and endeavour to devise a suitable remedy, adding that the rule at present was somewhat farcical as regarded affidavits, which usually contained no information.

On Monday Vice-Chancellor Malins, on taking his seat, stated that he had received a communication from the Lord Chancellor, requesting that he would take the necessary steps to select from his list of causes standing for hearing fifty causes to be transferred for hearing to the judge about to be attached to the Chancery Division, giving the preference to cases which had stood longest for hearing, and to those which from their nature, so far as it could be judged of by an inspection of the pleadings, appeared least likely to entail the taking of accounts or making inquiries in chambers. The learned Vice-Chancellor said he should feel obliged to gentlemen at the bar if they could assist him with information which would enable him to answer this communication. For his own part, it was impossible for him to ascertain the nature of the cases set down for hearing, since there were never more than about fifteen cases in which the pleadings were delivered, and it was not his habit to read the papers before they came on for hearing. His lordship said he had stated these facts to the Lord Chancellor at a recent meeting of the judges, but the Master of the Rolls thought that this information might be supplied. Mr. Glasse, Q.C., said he feared it would be quite as difficult for the bar to supply the information required by the Lord Chancellor, since it was very seldom they had any knowledge of the cases before they were upon the point of being heard. Mr. Higgins, Q.C., hoped that the Vice-Chancellor would not select any cases in which the briefs had already been delivered. The Vice-Chancellor said he should certainly not select cases where the briefs had been delivered.

THE INCLOSURE COMMISSIONERS.

The Inclosure Commissioners in their 32nd report say:—"The proceedings during the past year have been necessarily confined to putting forward towards completion the inclosures which had received the sanction of Parliament previous to 1869, and to preparing forms and instructions for applications under the Commons Act, 1876. Under that Act nine applications have been received up to the present time, the preliminary inquiries in which are now going on. As a new course of proceeding is now about to commence it may here be convenient to state summarily the general results of the past operations of the commission under the Act for facilitating Inclosure of Commons. Since the passing of that Act in 1845, during the administration of Sir Robert Peel, more than 30 years ago, nearly 600,000 acres of common and commonable lands have been dealt with. This has been divided among about 26,000 separate owners, in an average proportion of 4½ acres to each lord of the manor, 24 acres to each common-right owner, and 10 acres to each purchaser of the lands sold to defray part of the expenses. In many cases the expenses were raised by rate among the persons interested, but this was optional, since such persons had the alternative of selling a portion of the land for that purpose. With that object 35,450 acres were sold, chiefly in small lots, to 3,500 purchasers. The lords of the manors, 620 in number, received as compensation for their rights in the soil, as an average, about one-fifteenth of the acreage of the wastes. These wastes of manors were, under the Act of 1845, made subject to the setting out of allotments for public purposes, and in this respect were distinct from the commonable lands, which are undivided private property, and were not made subject to public allotments. As this is the largest and most general distribution of land into small properties that has been made in this country in recent times, it may be a matter of some interest to know the quality and occupation of the persons into whose hands these lands have passed. To discover this, the legal description, both of allottees and of purchasers of sale allotments, has been taken from inclosures in which that description is given, one in each of the following counties:—viz, Bucks, Cumberland, Chester, Devon, Essex, Hants, Herts, Lancaster, Norfolk, Oxford, Stafford, Sussex, Worcester, and, in Wales, Carnarvon and Carmarthen. Upon this basis, and so far as such an average can be accepted, the proportionate numbers of the different classes of the 26,000 land-

owners among whom the land has been divided are as follows:—Yeoman and farmers, 4,736; shopkeepers and tradesmen, 3,456; labourers and miners, 3,168; esquires, 2,634; widows, 2,016; gentlemen, 1,984; clergymen, 1,280; artisans, 1,067; spinsters, 800; charity trustees, 704; peers, baronets, and sons of peers, 576; professional men, 512; and about 3,000 others in gradually diminishing proportions, but comprising nearly every quality and calling from the Crown to the mechanic, quarryman, and domestic servant. The influence of this change has not been confined to particular counties, but has been more or less felt in all. It has made an appreciable addition to the number of small landholders in England, bringing upon hitherto comparatively unproductive wastes the individual interest and intelligence of a numerous and varied body of persons, by whose industry the best of these lands have been made, not only useful to their owners, but have become available for sale and purchase, and, in their improved condition, for bearing their just share of county and parish rates and public taxes. More than 2,000 miles of public roads have been constructed at the cost of the common-right owners, in addition to the numerous accommodation roads set out for their special use in giving convenient access to their several allotments. Other works of a public nature, such as embanking and straightening the course of rivers connected with inclosures, have been executed. The total estimated value of the wastes inclosed amounts to £6,140,000. The value of the land taken from the best of this for public purposes (comprising land for recreation, field-gardens, public quarries, fuel, schools and churches, burial-grounds, and other purposes, and public roads) has been estimated at £282,140. To this must be added the cash, raised by rate, or sale of property, and expended on the construction of public roads and other public works connected with inclosures, £473,500, making together £755,640. Comparing this with the fee-simple value above mentioned, it appears that nearly one-eighth of the whole value of the wastes inclosed has, under the directions of the commissioners, and with the assent of the proprietary interests, been devoted to objects of public utility and convenience. Thus, in the course of one generation, an extent of land equal to that of a county has been redeemed from common and waste, and has been divided among a far larger and more varied body of landowners than that of any county in England. Valuable public roads of great extent have been constructed, opening up for business and pleasure many otherwise inaccessible localities, and at no cost to the public. The area of production and employment has been increased, and in the same proportion that of public and local taxation has been extended. A great number of small landed properties have been created, and labourers' field-gardens in the rural districts have been afforded in larger proportion to the extent of the land than appear by the agricultural returns to exist elsewhere in England. Upwards of two million acres of common land are believed yet to remain uninclosed. Though the best of the land was probably first dealt with, there can be little doubt that much of this may be advantageously brought under the operation of the new law, which, in the altered state of the circumstances since 1845, provides more fully for the public interests of the neighbourhood and of large populations, and at the same time may be still found, in less populous quarters, the useful instrument of adding some considerable extent of available land to the solid resources of the country.

Courts.

HIGH COURT OF JUSTICE.

COMMON PLEAS DIVISION.

(Before GROVE and LINDLEY, JJ.)

April 17.—*In re James Walker (a Solicitor).*

In this case a rule had been obtained at the instance of the Incorporated Law Society against the solicitor to show cause why he should not be struck off the roll.

The report of Master Bennett, to whom the case had been referred, was read.

Murray, for the Incorporated Law Society, stated the facts which appear in the judgment.

The solicitor was not represented by counsel.

GROVE, J.—I am of opinion that the rule should be made absolute for striking Mr. James Walker off the rolls of this court. The case is, in my mind, a very serious one, and is very properly brought before the court by the Incorporated Law Society. It is serious in several aspects. A solicitor necessarily, by the fiduciary relation in which he stands to his client, is frequently intrusted with sums of money, and has very great powers of improperly disposing of that money—more so when dealing with ignorant and illiterate clients. I cannot assume there are other cases against this particular solicitor, but it happens frequently that a number of cases do not come to light, but, when they do come to light and are fairly proved and unanswered, it appears to me the court is bound, in the exercise of its duty to the public, to visit it with the proper punishment of removing the solicitor from the rolls of the court for the purpose of preserving the integrity, the honour, and the strict line of conduct with reference to their clients which ought to prevail amongst solicitors. Now the report is elaborate and a very clear statement of the facts; the deductions drawn by the master from the facts stated are, in my judgment, correct. The master could have come to no other conclusion but that the attorney has been guilty of misconduct, and, I think, very gross misconduct. He is employed, in the first instance, for a poor woman to recover a small sum of nineteen guineas, a legacy left to her. There is no doubt he got the money, and he did not pay it over, but he told repeated falsehoods with respect to it. He first denied knowing anything about it; he subsequently said he had paid it, or wrote a letter to that effect, and the allegation that that payment had been made was disproved by the person to whom he referred. At the last moment, when he knows a rule like this is impending over him, or is likely to be so, he pays the money over, dealing with a very small sum, and there can be no question in the mind of any person who has heard the report that he had misappropriated the money, and only paid it at the last moment as an endeavour to avoid the consequences of his own conduct. The second case is in some respects similar. He is dealing with a farmer, a man little able to compete with a solicitor, a man who must place himself in his hands. £160 is paid to the solicitor towards the purchase of an estate from the Commissioners of Woods and Forests. Repeated letters are written by the gentleman acting for the Crown, Mr. Howard. Repeated answers are given to those letters, giving various grounds for delay and constantly asking for time, never in one of them admitting the money is in his hands, and has been paid, so that the parties acting for the Crown are under the impression that the default is not the default of the solicitor, but is the default of the client. Ultimately, the gentleman acting for the Crown writes back to him and the real purchaser, the farmer, Mr. Roberts, and then it comes out he has received this money, and he writes a letter, or he has in the meantime written a letter, to Mr. Roberts in which he gives an explanation, that the master and I deem perfectly idle, in these terms:—"The balance of the purchase-money (£160) to the Commissioners of Woods and Forests for the Crown land is paid in London.—Yours truly, James Walker." So that he does not inform the Crown he has received the money; he informs the client, on the other hand, that he has paid it. He keeps the money and then pays it all at the last moment when the rule is impending. Now, it has been frequently said by this court, since I have sat in it, that the payment of the money at the last moment does not purge, or even affect the opinion of the court as to, the misconduct of the party. The facts differ in different cases. It may be, in some cases where money is retained under what may be reasonably deemed a *bona fide* claim, there being some reasonable claim on the part of the attorney, that although he may keep the money too long and not buy property, yet it may be considered some excuse, there being something upon which he can hang an argument, that he is entitled to keep the money, having the lien upon it. But here the money in one case was a legacy, and in the other a specific sum paid to him to pass on to the vendor of the land for the purposes of the purchase of the land, and he actually goes the length of keeping this until the Crown write saying the purchase of the land is annulled. I do not know how it has ended.

Murray.—He is still in possession, my lord, and the Crown are lenient with him.

GROVE, J.—As far as the solicitor is concerned, if the Crown had acted strictly, no one would have said they were to blame if they had insisted upon the forfeiture. If we

were to look over this man's conduct, it would be an encouragement of that weakness, and show an indisposition to inflict a severe punishment, for it is a severe punishment. It would be doing a great injustice to the public, and it would be saying, that a man who has grossly misconducted himself can, by coming at the last moment and paying the money he has applied to his own use, get the punishment remitted. If it were to go forth to the public that that was the case, every evil-minded man who happened to be clothed with the office of a solicitor might run the risk of keeping the money and delaying the proceedings as long as he could, and he would consider himself safe, or safe subject to a reprimand from the court, which he would not care anything about, if he kept it and paid it over at the last moment. We are endeavouring to do justice, not only to the party accused in this case, but also, on the other hand, to the public, by taking care that the officers of this court do their business with integrity and honour, which, fortunately, the larger part of them do. Therefore, it is in the exercise of our duty to the public, and with no other feeling, that in this case the court think it is a proper case for striking this person's name off the roll of the court.

LINDLEY, J.—I am of the same opinion.

WRECK COMMISSION COURT.*

WESTMINSTER.

(Before H. C. ROTHERY, Esq., Commissioner; and Captain KNOX, R.N., and Captain CASTLE, Assessors.)

April 5, 6.—*The Orwell*.

This was an inquiry into the damage to the screw steam ship *Orwell* by striking on some obstacle on coming out of Sunderland.

A'an Stewart appeared for the Board of Trade.

Warr, for the master.

Warton (solicitor), for the owners.

Warton appeared in the earlier stages of the case only to watch, the owners not having made themselves parties.

In the course of the preliminary investigation, the master in his evidence made a charge against the owners of misconduct with a view to obtain insurance money.

The owners, at the suggestion of the court, and by consent of the other parties, then applied to be made parties, which was allowed.

The COMMISSIONER observed that as these investigations were into all the circumstances connected with casualties to vessels, and as statements were sometimes made bearing, not only on the owners' relations with their captains, but also with underwriters, it was advisable that the owners of ships should always be represented. This he stated as a hint to practitioners in future cases.

A charge was made against the captain.

Warton then called and examined one of the owners.

Warr, for the master, first, by direction of the court, cross-examined, and then

Stewart for the Board of Trade.

At the close of that evidence, the master withdrew the charge made by him in his evidence, as based on a misapprehension.

Counsel then addressed the court.

The COMMISSIONER, in delivering judgment, returned the master's certificate with an admonition, and said that, as the Board of Trade paid all the witnesses they called, the master would only have to pay such costs as he ought to be liable to in defending himself; and that as the charge against the owners was made under a misapprehension only, and was properly withdrawn, the owners should pay their own costs.

The Solicitor for the Board of Trade.

Solicitors for the master, *Pritchard & Sons*.

Solicitors for the owners, *Gellatly, Ross, & Warton*.

A few days ago, in the Queen's Bench Division, Mr. Justice Mellor, holding in his hand a torn and crumpled bit of paper which had been given him by the master, observed that if any one should be caught tearing down the notices of the court, he would be held responsible for a contempt of court. If the person who had torn this paper had been produced before him, the learned judge would have felt pleasure in letting him remain in prison until he learnt proper respect for the court's announcements.

* Reported by NOEL H. PATERSON, Esq., Barrister-at-Law.

Legislation of the Week.

HOUSE OF LORDS.

April 19.—EXONERATION OF CHARGES.

This Bill passed through committee and was reported.

CONTINGENT REMAINDERS.

This Bill passed through committee and was reported.

April 20.—JUSTICES' CLERKS.

The report of amendments in this Bill was received and agreed to.

CUSTOMS AND INLAND REVENUE (DUTIES ON OFFICES AND PENSIONS).

This Bill was read a second time.

EXONERATION OF CHARGES.

This Bill was read a third time and passed.

CONTINGENT REMAINDERS.

This Bill was read a third time and passed.

April 23.—MARINE MUTINY.

This Bill was read a second time.—The standing orders were then suspended, and the Bill passed through its remaining stages.

MUTINY.

This Bill was read a second time, and, standing orders 37 and 38 having been suspended, it was passed through its remaining stages.

JUSTICES' CLERKS.

This Bill was read a third time and passed.

CUSTOMS AND INLAND REVENUE (DUTIES ON OFFICES, AND PENSIONS).

This Bill passed through committee.

April 24.—CUSTOMS AND INLAND REVENUE (DUTIES ON OFFICES AND PENSIONS).

This Bill was read a third time and passed.

DRAINAGE AND IMPROVEMENT OF LANDS (IRELAND) PROVISIONAL ORDERS.

This Bill passed through committee.

HOUSE OF COMMONS.

April 19.—MUTINY.

This Bill was read a third time.

MARINE MUTINY.

This Bill was read a third time and passed.

PIER AND HARBOUR ORDERS CONFIRMATION (No. 1).

This Bill was read a second time.

SETTLED ESTATES.

This Bill was read a third time and passed.

METROPOLIS TOLL BRIDGES.

This Bill was read a third time and passed.

METROPOLITAN COMMONS.

Sir H. SELWYN-IBBETSON introduced a Bill to confirm schemes under the Metropolitan Commons Act, 1866, and the Metropolitan Commons Act, 1869, relating respectively to Ealing-common, Clapham-common, and Bostall-heath-common.

PUBLIC LIBRARIES (IRELAND).

Mr. MURPHY introduced a Bill to amend the Public Libraries Act (Ireland), 1855.

April 20.—VALUATION OF PROPERTY.

On the order for going into committee on this Bill, some discussion occurred, but the debate was adjourned.

April 23.—CUSTOMS AND INLAND REVENUE.

This Bill was read a second time.

BOUNDARIES OF BOROUGHES AND SANITARY DISTRICTS.

This Bill was read a second time.

April 24.—PUBLIC LIBRARIES ACTS AMENDMENT (No. 2).—Mr. ANDERSON moved the second reading of this Bill.—On a division the Bill was rejected by 54 to 43.

April 25.—SUMMARY PROSECUTIONS.

Mr. HORWOOD moved the second reading of this Bill.—On a division the Bill was thrown out by 228 to 164.

LAW OF EVIDENCE AMENDMENT.

On the order for the adjourned debate on the second reading of this Bill, the ATTORNEY-GENERAL said he had carefully examined the measure, and had come to the conclusion that it was one which it was desirable to pass.—The Bill was read a second time.

LOCAL GOVERNMENT PROVISIONAL ORDERS (HORBURY, &c.). This Bill passed through committee.

METROPOLITAN COMMONS.

This Bill was read a second time.

Law Students' Journal.

CALLS TO THE BAR.

The following gentlemen were on Wednesday called to the bar:—

LINCOLN'S-INN.—Henry James Parsons, Esq., of her Majesty's Indian Civil Service, justice of the peace for the Presidency of Bombay, and assistant-judge of Ahmedabad; George William Vidal, Esq., of her Majesty's Bombay Civil Service; Henry Llewellyn Howell, Esq., M.A. Oxford; John Woulfe Flanagan, Esq., B.A. Oxford; James Marshall, Esq., of Trinity College, Cambridge; Richard William Strode Hewlett, Esq., B.A. Cambridge; Charles James Cooper, Esq., M.A. and LL.B. Cambridge; John Impey Scarbrough, Esq., late of Queen's College, Oxford; Henry Lee Gray, Esq.; Arthur Morier Lee, Esq., M.A. Oxford; Frederick Thomas Saunders, Esq.; Edward Robert Pearce, Esq., B.A. Cambridge; George Drinkwater, Esq., B.A. Cambridge; Francis William Preston, Esq., B.A. Cambridge; Henry Yorke Musgrave, Esq., B.A. Cambridge; the Hon. Walter Courtenay Pepsy; Gerald John Wheeler, Esq., B.A. and LL.B. Dublin; George Whitmore Brabant, Esq., B.A. Cambridge; Alexander Chalmers Marshall, Esq., of the Unconventured Civil Service, Punjab, India; Frederick Charles Mills, Esq., M.A. Oxford; and Arthur Stephen Thornton, Esq., B.A. Oxford.

INNER TEMPLE.—Jabez Edward Johnson, Esq., M.A. Cambridge; Charles Alfred Andrews, Esq., Cambridge; William Harrison, Esq., M.A. Cambridge; William Joseph Starkey Barber-Starkey, Esq., B.A. Cambridge; Samuel Roberts, Esq., B.A. Cambridge; Herbert Charles Pollock, Esq., B.A. Cambridge; Joseph Francis Ambrose Farfan, Esq.; Trehawke Herbert Kekewich, Esq., B.A. Oxford; Edward Montefiore Micholls, Esq., B.A. Oxford; Henry Adkins, Esq., B.A. Oxford; William Allison, Esq., Oxford; Alfred John Williamson, Esq., B.A. Cambridge; William Blackburn, Esq., B.A. Cambridge; Laurence Morton Brown, Esq., B.A. Cambridge; the Hon. Frederick Augustus Ker Bennet, B.A. Cambridge; Julian Francis Harper, Esq., B.A. Oxford; Henry Olney Wakeman, Esq., B.A. Oxford; Henry Goulburn Chetwynd Stapylton, Esq., B.A. Oxford; Thomas Herbert Kershaw, Esq., B.A. Oxford; John Lonsdale Otter, Esq., B.A. Cambridge; Frederick Thomas Green, Esq., B.A. Oxford; Henry Wyatt Hart, Esq., B.A. Cambridge; William Pinder Eversley, Esq., M.A., B.C.L., Oxford; Arthur Phillips Roberts, Esq., B.A. Oxford; and William Bottomley Jackson, Esq., B.A. Cambridge.

MIDDLE TEMPLE.—Henry St. James Stephen, Esq.; Gerald Geoghegan, Esq., of the Irish bar, and of Trinity College, Dublin, B.A.; John Gold Philpot, Esq.; Stanhope Charley John Hemphill, Esq., of Trinity College, Dublin, B.A.; Thomas Rowland Drake Wright, Esq., Cambridge, LL.B.; Edward George Green, Esq., Cambridge, B.A.; and Thomas William Rhys Davids, Esq.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COUNT OF APPEAL.	MASTER OF THE ROLLS.
Monday, April 30	Mr. King	Mr. Holdship
Tuesday .. May 1	Farrer	Teesdale
Wednesday .. 2	King	Ward
Thursday 3	Farrer	Holdship
Friday 4	King	Teesdale
Saturday 5	Farrer	Ward

V. C. MALINS. V. C. BAGGOT. V. C. HALL.

Monday, April 30	Mr. Pemberton	Mr. Leach	Mr. Merivale
Tuesday .. May 1	Clowes	Latham	Milne
Wednesday 2	Koe	Leach	Merivale
Thursday 3	Pemberton	Latham	Milne
Friday 4	Clowes	Leach	Merivale
Saturday 5	Koe	Latham	Milne

ACTIONS FOR TRIAL IN THE COMMON LAW DIVISIONS.

(Continued from page 486.)

Ex 510 Card and anr v London Steamboat Co, lmd	CP 580 Penson and ors v Bal-derson
Ex 511 Langley v King	CP 581 Bushe v Williams
CP 512 Mees v Rayden	Q B 582 Flanagan v Crews
CP 513 Vernall v Godfrey	Q B 583 Head v Ryde S J
Q B 514 Hest v Cock	Q B 584 Nichols v Rose
CP 515 Johnson v The Lon Tram Co, lmd	Q B 585 Nichols v The Midland Ry Co
Q B 516 Nash and anr v Walters	Ex 586 Rentmore v Mason S J
Q B 517 Crowhurst v Cave	Q B 587 Nicholson v Day and anr Nicholson v Dawson Cons act
Q B 518 Newton, Chambers, & Co v Barclay	Q B 588 Roberts v Falcke
Chy 519 The Nitro Phosphate and Odams' Chemical Manure Co, lmd, v Scott & Co S J	Ex 589 Rees v Davies
Q B 520 Bashford v Turner	Ex 590 Plimpton and anr v Xenia
Ex 521 Hughes v Weston	CP 591 Brown and wife v Metropolitan Ry Co
Q B 522 Bernstein v Gladson	CP 592 Brown v Same
Q B 523 Stewart v Engel	Q B 593 Nash v Searle
Q B 524 Clark v Hocking	Q B 594 Andrews v Williams
Q B 525 Saunders v Harding	Q B 595 Silberberg v Tarry
Ex 526 Colley and anr v Jordan	Q B 596 De Caville v Charlton
Ex 527 Parrell v The London General Omnibus Co S J	Q B 597 Montefiore v McArdle
Ex 528 Tulloch v Birnie	Ex 598 Hughes v Ehrenbacher S J
CP 529 Thomas v Brown	Ex 599 Fulford v Friedlander
Q B 530 Mathias v Daniel and anr	Ex 600 Callender v Callender
CP 531 West v Farnvall	Q B 601 Flint v Priddle
CP 532 The Real and Personal Advance Co, lmd, v Tremayne S J	Ex 602 Meux & Co v Oxenham
CP 533 Same v Wilkinson and anr	CP 603 Sadler v Great Eastern Ry Co S J
CP 534 Panque v Henderson	Q B 604 Depeke v Rydman
CP 535 Salter v Tear	Q B 605 Leigh, extrix, &c, v Scott and wife
Ex 536 Davis v Porter	CP 606 Godwin v Hopps & Sons
Q B 537 Williams v Guddard	Q B 607 Evans and ors v Epps
CP 538 Powell v Hall	Q B 608 Sutton v The British Equitable Assurance Co
Ex 539 W H Smith & Son v Mac Dougal S J	Ex 609 Bull, P. O, v Robinson
CP 540 Mosely v Mosely	Ex 610 Bonnett v Stanley
Q B 541 Martin v Burchard S J	CP 611 Hillier v Curme
Q B 542 The Societe Francaise des Asphaltes, lmd, v Priddle	Ex 612 Butt v Wheeler
Q B 543 Jenner and anr v Flora	Chy 613 Thomson v Bennett and ors
CP 544 Collier v Wright	Ex 614 Kendrick v Search
CP 545 Trenner v Hinkins	Ex 615 Government Security Fire Insurance Compy v Clucas
Ex 546 Green v Miller and wife	CP 616 Scott v Maritime Passengers, &c, Insurance Co
CP 547 Toms v Smith	Ex 617 Farrow v Bace
Q B 548 Jones v The Marylebone Vestry	Ex 618 Hare v Claret
Q B 549 Mitchell v Harvey	Ex 619 Elliott v Peninsular & Oriental Steam Navigation Co, lmd, and anr S J
Ex 550 Buckley and anr v Williams, Bagen, and Co	Q B 620 Whitley v Ferguson and anr
CP 551 Holgate v B-Try and anr	Q B 621 Simon v Rieman
CP 552 Matthews v Craner	Q B 622 Lyle v Wilson
CP 553 Kirby v Lacey	Q B 623 Gaster v Lawson
Q B 554 Moss v Pape	CP 624 Graham v Cooke and anr
Ex 555 Dobree v Dodson	CP 625 Seward v Morfield
CP 556 Glover v Bicker	Ex 626 Hall v Whiting
Ex 557 House v Gidney, Clarke, & Co	Ex 627 Jenkins and ors v Morgan
Ex 558 Dean v Strike	CP 628 Steward v London Tramways Co S J
Ex 559 Mead v Stimson	Q B 629 Spear v Kiers and ors S J
Ex 560 Webb v Piggins S J	Q B 630 Grantham v Cochran and ors
CP 561 Colman v Whelan	CP 631 Velati & Co v L Braham & Co
CP 562 Arding and ors v The Wimbledon Local Board	CP 632 Phillips v Crawshaw
Q B 563 Tabbs and anr v Robson	Chy 633 Glanville v Smith
Q B 564 Mostyn v Richardson	Ex 634 Tomlin v The Margate Aquarium Co, lmd
Q B 565 Jones v Roberts S J	CP 635 Upington v Holman
CP 566 Elliston & Co v Hirschell	CP 636 Sampson v Lock
Ex 567 Lord and anr v Vivian & Sons	CP 637 Roffey v Cox
CP 568 Cooper v Paul S J	Ex 638 Thomas and anr v Cracknell S J
Ex 569 Clement and anr v Dodsworth and anr	Q B 639 Langston v Salter and anr
Ex 570 Redden v L B & S C Ry S J	Ex 640 Lee v Lock
CP 571 Collins v The City and County Bank (Lmd) S J	Ex 641 Rattcliff v Lyon
CP 572 J A & O G Rogers v Rogers	Q B 642 Truss v Sanderson and anr
CP 573 Rogers v Taylor	Ex 643 Bright and ors v The Telegraph Construction, &c, Co S J
CP 574 J A & O G Rogers v Taylor (2nd action)	CP 644 Oldfield v The Langham Skating Rink Co, lmd S J
Ex 575 Binna' Patent Endless Band Co v Craig	
Ex 576 Vaughan v Clements	
Q B 577 Williamson v The Vestry of St Mary, Islington	
Q B 578 Barnes v Jones	
Q B 579 Smith v The Metropolitan Ry Co S J	

Ex 645 Bette v Macartney
 Ex 616 Binns, administratrix, v
 Carrell
 Q B 647 Inman v Craven
 Ex 648 Deykin v Coleman
 Ex 649 Goodwin v Osborne
 Chy 650 Wa ner v Murdoch S J
 Ex 651 Davis v Foakes
 C P 652 Widdowson v Both
 Ex 653 McLean v Blackett
 Ex 654 Berridge v Roberts S J
 Q B 655 Brunker v Nash and aur
 Ex 656 Jay v The Earl of Lovelace
 S J
 Q B 657 Milton v Roberts and aur
 Ex 658 Spicer and ors v Giles
 C P 659 Cox v Sigwarth
 C P 660 Wood v Mathias S J
 Ex 661 Jones v Connan
 Ex 662 Hart v Braithwaite
 Chy 663 Hunt v The City of London
 Real Property Co,
 lmd S J
 C P 664 Harwood v Metcalfe
 Q B 665 Fournet v Trench and aur
 C P 666 Slater v Metcalfe and aur
 Q B 667 Kent v Aldridge
 Ex 668 Myers v Deities and ors
 S J
 Ex 669 Gilbert v Cridland
 U P 670 Seymour and ors v Mars-
 land
 Q B 671 Field v Duke
 Q B 672 Fryer and aur v Carter &
 wife
 Q B 673 White, trustee, &c, v S
 Lewis & Co
 C P 674 Barltrop v Berresford
 C P 675 Weir & Co v Dewrance &
 Co S J
 C P 676 O'Brien v Grove (1st ac-
 tion)
 C P 677 O'Brien v Grove (2nd ac-
 tion)
 C P 678 Scott v Harrison and aur
 Ex 679 Smith v Judd
 C P 680 Liddon v Wolloms
 Ex 681 Barnden v O'Kelly
 Q B 682 Patch v The Vestry of the
 Parish of St Mary, Islington
 Q B 683 Brown v Elkington and
 ors
 Q B 684 Hickey v Morley
 C P 685 Horner v Codd S J
 Q B 686 Filman v Brodribb
 Ex 687 Reques and aur v Crole
 C P 688 Chase v Spiers
 Ex 689 Taylor v London, Brighton,
 & South Coast Ry Co
 Q B 690 Adams v Reynolds
 Ex 691 Thorpe v Birkumshaw &
 aur
 Ex 692 Ancrum v Grover
 Ex 693 Grover v Ancrum
 Ex 694 The Credit Foncier of
 England, lmd, v Duckett
 Ex 695 Duckett v Govar and ors
 Q B 696 Grassmeder v Manning &
 ors
 Q B 697 Sanders v Patchett S J
 Ex 698 Horwell v London General
 Omnibus Co S J
 C P 699 Co-operative Mining So-
 ciety, lmd, v Skotines
 Ex 700 Green v McDiarmid
 Q B 701 Taylor v J A Rogers
 Q B 702 Taylor v Lloyd's Banking
 Co lmd
 Ex 703 Chaldecott v Amaler S J
 C P 704 Walford and wife v Ran-
 dald
 Ex 706 Dixon v Green and ors
 Q B 706 Whitaker v Brest
 Ex 707 Trentano v Zuccani
 C P 708 Clifford Bakell v Varley
 C P 709 Brown and aur v School-
 land
 Chy 710 Williamson v Millward
 Q B 711 Munster v Brock and
 Olah
 Chy 712 Cooper v Castle
 Ex 713 Woods v Mason
 C P 714 Redrupp v Mackie
 Q B 715 Grace v Hine
 Ex 716 Evans v Richards and
 ors S J
 Ex 717 Same v Richards & Co
 (lmd) S J
 Ex 718 Hughes v The London &
 South-Western Ry Co S J
 Ex 719 Skeet v Lindsey
 Q B 720 Baker v The St Saviour's
 District Board of Works
 Q B 721 Rutley and aur v Plow-
 man
 Q B 722 Bagehaw v Gwyne
 Ex 723 Swaine v Reynolds

CP 724 Weigall v Grout
 Q B 725 With and aur v R Evans
 & Co
 Q B 726 Enzenberger v Bural
 Q B 727 Hughes v Foakes
 Q B 728 Benedict v Allatt
 CP 729 Langham Skating Rink
 Co v Jupe
 Ex 730 Horner v Clapham
 Ex 731 Reiss v Fenner
 Q B 732 Rounsefell v Roberts
 CP 733 Ellis v Ambler
 Chy 734 Siggers v Heinke
 Q B 735 Jacobs v Saunders
 Q B 736 Lewis v Sadler
 CP 737 Taylor v Reid S J
 CP 738 Carroll v Butler's Wharf
 Co, lmd
 Ex 739 May v Henderson
 Ex 740 Roche v London Gen-
 eral Omnibus Co
 Ex 741 Ruabon and North Wales
 Collieries Co, lmd, v
 Knight S J
 Q B 742 Gerson & Co v Kann-
 reuther and ors
 Ex 743 Henman v Batterbury
 and ors
 Ex 744 Hooper v Sparks
 CP 745 Amey v The London &
 South Western Ry Co
 Q B 746 Marshall v Squier
 Q B 747 Durrant v The Midland
 Railway Co S J
 CP 748 James v Galland
 Chy 749 Sykes v Firth S J
 Q B 750 D'Albuquerque v Stevens
 Q B 751 The Trustees of the
 Bedford Charity and aur
 v Monro
 Q B 752 Murray v Last and ors
 Ex 753 Hewens v Hewens
 Chy 754 Markwick v The Credit
 Foncier of England, lmd
 Ex 755 Lynch and aur v Lea
 Q B 756 Dalglish v Ivey
 Ex 757 Watson v Bracher
 Ex 758 Hillman v Coe
 Q B 759 Simpson v Pooley
 Q B 760 Henwood v Childers S J
 Q B 761 Jamrach v Sanger
 CP 762 Rietts, Downes, & Co v
 Allen
 Ex 763 Brook v Drury and ors
 Q B 764 Shuttlesworth v Emery
 and ors
 Q B 765 Davis v Elibank
 Ex 766 Dicks & Co v News-
 paper Publishing Co, lmd
 Ex 767 Sharp v Hartley
 Ex 768 Ommamney v Diarden
 Q B 769 Gascoigne v Painter & aur
 Q B 770 Baxendale v Bennett
 CP 771 Tuck v Deane
 Q B 772 Snelling v Paul
 Q B 773 Loewenthal v Band-
 macher
 CP 774 Maxwell v Mowlem & Co
 Q B 775 Bateson v Harris & aur
 CP 776 Kirby v Triebner
 CP 777 Marbella Iron Ore Co,
 lmd, v Hollway Bros
 S J
 Ex 778 Graveley v Poulson
 CP 779 Wilkinson and aur v
 Miller
 Ex 780 Alinge v Sanderson
 Q B 781 Moss v Pilbrow
 CP 782 Hickson and aur v
 Murphy
 CP 783 Rodwell v Humbert
 CP 784 Goldsmith v Buchman
 Ex 785 Melhuish v Brown
 Ex 786 Cooper v Mackinnon
 Ex 787 Lacey v Rawlins
 Q B 788 Theobald v Great North-
 ern Railway Co
 CP 789 Gilbert v Lambieniere
 Q B 790 Brown v Stockwell
 Q B 791 Gearing v Kilday
 Ex 792 Lynch v Currie
 Ex 793 Muldoon and ors v Arnold
 CP 794 Bernard v London and
 South Western Ry Co
 CP 795 Maddix v Great Northern
 Railway Co
 Ex 796 Prid v Alexander
 CP 797 Ward v Gore
 Ex 798 Snooks & aur v Barnett
 S J
 Q B 799 Radcock v Auber
 Ex 800 Towler v Bowles
 Q B 801 Ewins v Dyer & Sons
 Q B 802 Kerby v Margate
 Aquarium Co, lmd
 Chy 803 W-st London Wharves
 and Warehouses Co, lmd,
 v Lane and ors

Q B 804 Powis v Ray
 Ex 805 Cre, dit Foncier of England,
 lmd v Hogarth and ors
 CP 806 Cootie v Kenely S J
 O v 807 Harris v Harris
 Ex 808 Diespker v Hirschfeld
 CP 809 Sheward v The Metro-
 politan and St John's
 Wood Ry Co
 Q B 810 Danney v Matthews
 CP 811 Wilks v Manning
 Q B 812 Pollock v Crew
 Q B 813 Wilson v Perman
 CP 814 Ocran v Francis S J
 Q B 815 Bevis v Frost
 Ex 816 Postlewaite v Smith
 Q B 817 Targett v Butt
 Q B 818 Wilkinson & aur v Bill-
 ups and aur
 Ex 819 King and wife v Dodson
 CP 820 Solomon v Wieland
 Chy 821 Munro v Rendall
 Ex 822 Lord Stormont v Hibbert
 Q B 823 Chapman v S'mmonds
 Q B 824 Smith v Frost
 Q B 825 The Patent Gunpowder
 Co, lmd, v Dalglish
 CP 826 Fisher v Tancrad
 Q B 827 Marsh v Burton
 Q B 828 Alexander v Boyle
 CP 829 Pearse v Smith
 Q B 830 Best v Merfield
 CP 831 Lawman v Palmer
 Ex 832 Schlenstein v Sraass
 Q B 833 Minter v Jeffery and ors
 Ex 834 Saunders v The London &
 North Western Ry Co
 CP 835 Gledhill v Brown & ors
 S J
 Ex 836 Base v Warren and aur
 Ex 837 D-ar v The City Offices
 Co, lmd
 Ex 838 Johnson v Pitt Brothers
 Ex 839 Johnson v Emden
 Ex 840 Searle v Barnes Local
 Board
 Ex 841 Upton v Heaven S J
 CP 842 Dussek v King
 CP 843 Bayton and aur v Tilling
 Q B 844 Saunders v Clement
 Q B 845 Allcroft v Clapham
 Ex 846 Shepherd v Stockdale
 Ex 847 Craske v Ballwinkel
 Q B 848 Rutley v Da Vallon
 CP 849 Barwick v De-laure
 Ex 850 O'Beirne v Chenhall
 Ex 851 Reed v Tilston
 Q B 852 Gosnold v Wallace & aur
 CP 853 Couits v Bance
 CP 854 Golding v Treuby & aur
 CP 855 Theud v London General
 Omnibus Co

Ex 856 Wilson, trading, &c, v
 Reed and aur
 Ex 857 Uail v Hales S J
 CP 858 Same v Clarke S J
 CP 859 Same v Brearley S J
 Ex 860 Bassett v Banks (aud, &c).
 Ex 861 Peat v Brist
 CP 862 Tebb v Bud
 Q B 863 Smith's Va uam BrakeCo,
 lmd, v The South-Eastern
 Ry Co S J
 CP 864 Swaine v Grover & Co, lmd
 Ex 865 Murray v MacArthur
 Ex 866 Olave v Hart
 CP 867 Poole v Sandford
 Q B 868 Johnson v Howden
 Ex 869 Henderson v Beck
 CP 870 Smeed v Wright
 Q B 871 The British Dynamite Co,
 lmd, v Brockelbank & Co
 CP 872 Brooks, trustees, &c, v
 Scott (Bart)
 Ex 873 Davis v Gallop
 Ex 874 Faist and aur v Smith
 CP 875 Covell v Sykes
 Q B 876 Pooley v Poye and aur
 CP 877 Morris v Fitts
 CP 878 Downes v Ommamney
 Q B 879 Thomas v Fawn
 Ex 880 Garrod v Jun s
 Q B 881 The Midland Railway Co
 v Davison S J
 Q B 882 Thompson v The Great
 Western Railway Co
 CP 883 Smith v Pink
 Q B 884 Armitage v Fitzwilliam
 and ors
 CP 885 Jackson v Sarg-mt
 CP 886 Pops and aur v Hopcraft
 CP 887 Rheinberg v Blume
 Q B 888 Cocks and aur v Fish
 Ex 889 Barker v Dick
 Q B 890 Weddell v Lewisham
 District Board of Works
 Ex 891 Fairlie v The North Wales
 Narrow Gauge Railway
 Co S J
 Q B 892 Handing v Metropolit an
 Railway Co
 Ex 893 Postlewaite v Freeland
 Q B 894 Bailey & Co v The London
 Tramways Co, lmd S J
 Ex 895 The Attorney General v
 Samson S J
 Ex 896 Taplin v Silverson
 Ex 897 Wilson v Carlisle Hous
 Clothing Co
 Q B 898 Comber v Sykes
 Q B 899 McOellan v Backs
 Chy 900 Hartopp v De Morgan

When Actions are Settled out of Court the Solicitors are particularly requested to withdraw the Pleadings, as great expense and uncertainty are occasioned to the other Sutors by their continuing in the List.

PUBLIC COMPANIES.

April 20, 1877.

RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter	100	—
Stock Caledonian	100	113
Stock Glasgow and South-Western	100	102
Stock Great Eastern Ordinary Stock	100	44½
Stock Great Northern	100	124
Stock Do., A Stock	100	125
Stock Great Southern and Western of Ireland	100	125½
Stock Great Western—Original	100	97½
Stock Lancashire and Yorkshire	100	134½
Stock London, Brighton, and South Coast	100	116½
Stock London, Chatham, and Dover	100	132½
Stock London and North-Western	100	144½
Stock London and South Western	100	128½
Stock Manchester, Sheffield, and Lincoln	100	65
Stock Metropolitan	100	102½
Stock Do., District	100	41
Stock Midland	100	122
Stock North British	100	99½
Stock North Eastern	100	148½
Stock North London	100	148½
Stock North Staffordshire	100	80
Stock South Devon	100	82
Stock South-Eastern	100	126

* A receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOOME—April 21, at Barnwell Lodge, Stoke Newington, the wife of J. H. Boome, of Lincoln's-inn, barrister-at-law, of a daughter.

COOKE—April 24, at 34, Belesize-square, South Hampstead, the wife of Joseph Henry Cooke, of Ashborne, solicitor, of a son.

FULFORD—April 20, at 32, Sussex-gardens, Hyde-park, the wife of Cecil Mark Fulford, barrister-at-law, of a daughter.

HAMLIN—April 25, at Lynton Villa, Arlington-park, Chiswick, the wife of William Thomas Hamlin, of Staple-inn, solicitor, of a daughter.

KNIGHT—April 15, the wife of James Henry Knight, solicitor, Vaga House, Hereford, of a daughter.

PENFOLD—April 21, at 6, Devonshire-place, Friern-park, North Finchley, the wife of John Penfold, solicitor, of a daughter.

WAYMAN—April 18, at Nelson House, Downham Market, Norfolk, the wife of Harry Wayman, solicitor, of a son.

MARRIAGES.

AVORY—**CASTLE**—April 18, at All Saints', Kingston-on-Thames, Horace Edmund Avory, LL.B., of the Inner Temple, barrister-at-law, to Maria Louisa, only surviving daughter of Henry Castle, of Southfields, Wandsworth.

PAGDEN—**FERRARI**—April 19, at Holy Trinity Church, Paddington, Frederick John Pagden, of Lincoln's-inn, to Sophia, elder daughter of the late Signor Adolfo Ferrari, of 32, Gloucester-terrace, Hyde-park.

DEATHS.

BATT—April 19, Henry Batt, of 8, Gray's-inn-square, and Wandsworth, formerly of Dyers' Hall, Dowgate-hill, solicitor, aged 62.

FRY—April 20, Alfred Augustus Fry, of Lincoln's-inn, barrister-at-law, aged 64.

WESTON—April 22, at his residence, Belmont, Pendleton, Manchester, James Woods Weston, solicitor, aged 73.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, April 20, 1877.
LIMITED IN CHANCERY.

Belfast and Carrickfergus Salt Works, Limited.—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts and claims, to Frederick Bertram Smart, Cheshire. Wednesday, May 30, at 3, is appointed for hearing and adjudicating upon the debts and claims.

Cardiff National Advance and Discount Company, Limited.—The M.R. has fixed Tuesday, May 1, at 11, at his chambers, as the time and place for appointment of an official liquidator.

Cadiz Waterworks Company, Limited.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Samuel Slater, Moorgate street. Monday, June 11, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Imperial Chemical Company, Limited.—Petition for winding up, presented April 14, directed to be heard before V.C. Hall on April 27.

Sole and Co, Aldermanbury, solicitors for the petitioner.

Paris Skating Rink Company, Limited.—Petition for winding up, presented April 17, directed to be heard before V.C. Bacon on April 28.

Fraser, Furnival's inn, solicitor for the petitioner.

COUNTY PALATINE OF LANCASTER.

St Helen's Chemical Company, Limited.—Petition for winding up, presented April 11, directed to be heard before the V.C. at St George's Hall, Liverpool, on Tuesday, May 1. Bateson and Co, Liverpool, solicitors for the petitioners.

STANNARIES OF CORNWALL.

New Consols Silver and Arsenic Works, Limited.—Petition for winding up, presented April 16, directed to be heard before the Vice Warden at the Law Institution, Chancery lane, on Tuesday, May 1, at 4. Affidavits intended to be used at the hearing in opposition to the petition must be filed at the registrar's office, Truro, on or before April 27, and notices thereof must at the same time be given to the petitioner, his solicitor, or his agent, Chilcott, Truro, agent for Pass, Queen st, Cheshire, solicitor for the petitioner.

TUESDAY, April 24, 1877.

LIMITED IN CHANCERY.

Bryn y Fferam Slate Quarry Company, Limited.—By an order made by V.C. Bacon, dated April 14, it was ordered that the above company be wound up. Hare and Fell, Surrey st, Victoria Embankment, solicitors for the petitioners.

Darlington Steel and Iron Company, Limited.—By an order made by the M.R., dated April 14, it was ordered that the above company be wound up. Tucker and Lake, Serle st, Lincoln's inn fields, agents for Wragge and Co, Birmingham, solicitors for the petitioners.

Darlington Steel and Iron Company, Limited.—The M.R. has fixed Thursday, May 3, at 11, at his chambers, as the time and place for the appointment of an official liquidator.

Duchess of Westminster Silver Lead Ore Company, Limited.—Petition for winding up, presented April 25, directed to be heard before the M.R. on May 8. Layton and Jaques, Ely place, Holborn, solicitors for the petitioner.

Heatherside Nurseries Company, Limited.—By an order made by V.C. Mallins, dated April 13, it was ordered that the above company be wound up. Watney and Tilleard, Clement's lane, solicitors for the petitioner.

North of Iceland Sulphur Company, Limited.—By an order made by V.C. Hall, dated April 13, it was ordered that the above company be wound up. Jackson and Prince, Clement's lane, Lombard st, solicitors for the petitioner.

Paris Skating Rink Company, Limited.—Petition for winding up, presented April 21, directed to be heard V.C. Hall on May 4. Varley and Toyne, New inn, Strand, solicitors for the petitioner.

Piant Brothers, Limited.—By an order made by V.C. Mallins, dated April 13, it was ordered that the above company be wound up. Fallows and Brown, Lancaster place, Strand, agents for Walford, Birmingham, solicitors for the petitioners.

Portsmouth and Hampshire Mineral Water Company, Limited.—By an order made by the M.R., dated April 14, it was ordered that the above company be wound up. Pritchard and Sons, Gracechurch st, agents for King, Portsea, solicitors for the petitioners.

Regent Iron Works Company, Limited.—The M.R. has, by an order dated April 10, appointed Charles Augustus Harrison, Waterloo st, Birmingham, to be official liquidator.

Stour Valley Coal and Iron Company, Limited.—By an order made by the M.R., dated April 14, it was ordered that the voluntary winding up of the company be continued. Stanley, Austinfrans, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, April 20, 1877.

Wallington United Burial Society, George Inn, Wallington, Berks.

April 13. TUESDAY, April 24, 1877.
Southampton Friendly Society, Fish and Kettle Inn, Southampton.

April 20.

Bankrupts.

FRIDAY, April 20, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Danziger, Hermann, Little Moorfields, General Merchant. Pet April 18. Spring-Rice. May 1 at 11.

Hamilton, William, Guildford st, Gray's inn rd, Beer Retailer. Adj April 17. Spring-Rice. May 8 at 11.

Kellaway, Oscar, Spanby rd, Bromley-by-Bow, no occupation. Pet April 16. Brougham. May 1 at 2.

To Surrender in the Country.

Bentley, Fuller, Kents Bank, Lonschire, Grocer. Pet April 14.

Postlethwaite, Ulverston, April 30 at 10.

Brown, Abraham Harrison, Nottingham, Clothier. Pet April 17. Patchitt. Nottingham. May 7 at 3.

Godden, Daniel, Nayland, Suffolk, Dealer. Pet April 16. Barnes. Colchester. May 4 at 10.

Grantham, William Enderby, Burgh-le-Marsh, Lincoln, Miller. Pet April 18. Staniland. Boston. May 1 at 12.30.

James, Robert, Newington, York, Pawnbroker. Pet April 11.

Rollit, Kingston-upon-Hull, May 1 at 3.

Johnson, John, Leeds, Process Server. Pet April 17. Marshall. Leeds. May 9 at 11.

Marks, Henry, Newcastle-upon-Tyne, Jeweller. Pet April 18.

Mortimer, Newcastle, May 1 at 11.30.

Spruce, Thomas, Beverley, York, Rope-maker. Pet April 12. Rollit. Kingston-upon-Hull. May 1 at 3.

Kingston-upon-Hull, May 1 at 3.

TUESDAY, April 24, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Gass, Frederick, Camberwell rd, Manufacturer of Infants' Millinery. Pet April 20. Kosse. May 7 at 11.

To Surrender in the Country.

Beddard, Joshua, Sheffield, Iron Merchant. Pet April 19. Rodgers. Sheffield. May 8 at 10.30.

Gibbs, Henry, South Shields, Confectioner. Pet April 21. Mortimer. Newcastle. May 5 at 11.30.

Lane, Charles, Wolverhampton, Hay Dealer. Pet April 19. Sanders. Wolverhampton. May 7 at 12.

Pratt, George, Luton, Bedford, Cattle Dealer. Pet April 19. Cooke. Luton. May 8 at 11.

Rudstad, Andrea, Liverpool, Ship Store Dealer. Pet April 19. Bellringer. Liverpool. May 7 at 12.

Townsend, Frederick George, Manchester, Commission Agent. Pet April 20. Kay. Manchester. May 7 at 10.30.

Williams, Arthur Wells-ley, Rotham, Sussex, Major in the Army. Pet April 21. Cripps. Tunbridge Wells. May 7 at 3.

Kingston-upon-Hull, May 1 at 3.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 20, 1877.

Adamson, Alexander, St Anne's-on-the-Sea, Lancashire, Builder. May 3 at 3 at the Hotel, St Anne's-on-the-Sea. Edleston, Preston.

Aird, Matthew, Adwalton, York, Grocer. May 3 at 4 at offices of Gratton, Aldermanbury, Bradford.

Bange, William, Ledbrake grove rd, Notting hill, Baker. May 7 at 2 at offices of Woleley, Richborough, Edgware rd.

Banks, Edward Alfred, Birmingham, Tailor. May 4 at 3 at offices of Parr, Colmore row, Birmingham.

Banko, John, Walsall, Stafford, Iron Broker. May 10 at 12 at offices of Duigan and Co, Exchange buildings, Birmingham.

Barber, Edwin, Birmingham, Gun Manufacturer. May 3 at 10.30 at offices of East, Eldon chambers, Cherry st, Birmingham.

- Bell, John, Dipton, Durham, Grocer. May 2 at 1 at offices of Bush, Wellington st, Gateshead.
- Bentley, John, Manningsham, York, Manufacturer. May 3 at 10 at offices of Wilkinson, Kirkgate, Bradford.
- Blake, Richard, Chester, Master Cooper. May 1 at 11.30 at the Angel Hotel, Dale st, Liverpool. Churton, Chester.
- Brown, James, Addlestone, Surrey, Builder. May 1 at offices of Winkworth and Hepworth, Chertsey, in lieu of the place originally named Buckley, John, Salford, Lancashire, Grocer. May 7 at 3 at offices of Horner and Son, Clarence st, Manchester.
- Burman, Richard, Charwood st, Pimlico, Fruiterer. May 8 at 2 at offices of Sweeting, Southampton st, Holborn.
- Burns, Robert, Manchester, Publican. May 4 at 11 at offices of Bunting and Bingham, Carlton buildings, Cooper st, Manchester.
- Byrne, Hugh, North Shields, Northumberland, Bootmaker. May 4 at 12 at offices of Tinley and Co, Howard st, North Shields.
- Caminada, Jean Baptiste, Hanley, Stafford, Vendor of Patent Medicine. May 1 at 11 at offices of Stevenson, Cheapside, Hanley.
- Clarke, Henry, and Samuel Clarke, Loughborough, Leicester, Hosiery Manufacturers. May 4 at 12 at offices of Deane and Lickorish, Market place, Loughborough.
- Coates, George, Bradford, York, Stuff Merchant. May 3 at 11 at offices of Terry and Robinson, Market st, Bradford.
- Coates, Robert Salsbury, Liverpool, no occupation. May 3 at 3 at offices of Snowball and Co, Dale st, Liverpool.
- Cragg, Samuel, Leeds, Jeweller. May 9 at 2 at offices of Harle, Bank st, Leeds.
- Crawshaw, Richard, Tootington, Lancashire, out of business. May 3 at 3 at offices of Grundy and Co, Union st, Bury.
- Cullen, William Henderson, Greenwich, Bookseller. May 4 at 2 at offices of Lockyer, Gresham buildings, Guildhall.
- Cumbers, William, Flaxton, Essex, Clerk of Works. May 8 at 2 at offices of Poole, Bartholomew close.
- Danton, John, Ramsgate, Master Mariner. May 15 at 3 at the Ball and George Hotel, Ramsgate. Sparkes and Mercer.
- David, Howell, Neath, Glamorgan, Publican. May 5 at 11 at offices of Charles, Parade, Neath.
- Day, Alexander, Bethnal green rd, Upholsterer. April 29 at 11 at the Prince of Wales Tavern, Old st, Shoreditch, in lieu of the place and time originally named.
- Day, Michael, Preston, Lancashire, Linen Draper. May 3 at 3 at the Shelley's Arms Hotel, Fisher gate, Preston. Plant and Abbott.
- Delley, Morris, Whitechapel rd, Gasfitter. May 14 at 2 at offices of Swaine, Cheapside.
- Denston, John, Ripley, Derby, Joiner. May 7 at 11 at the Thorn Tree Inn, Ripley. Carsham, Ripley.
- Drake, Edwin, William Drake, and Joseph Jowett, Clayton, York, Builders. May 4 at 11 at offices of Lancaster and Wright, Manor row, Bradford.
- Drury, John Cooper, Newcastle-upon-Tyne, Northumberland, Draper. May 1 at 2 at offices of Mather and Co, Bank chambers, Mosley st, Newcastle-upon-Tyne.
- Evans, David, Dingdale-in-Cleveland, York, Draper. May 4 at 12.30 at offices of Collier, High st, Lofthouse-in-Cleveland.
- Evans, William, Yorkstone, Salop, Builder. May 2 at 11 at offices of Morris, Swan hill, Shrewsbury.
- Faulkner, Samuel, Birkenhead, Cheshire, Boot Dealer. April 30 at 2 at offices of Downham, Market st, Birkenhead.
- Fitter, John James, Ulverston, Lancashire, Draper. May 9 at 11 at the Temperance Hall, Ulverston. Park, Ulverston.
- Flower, John Parke, Long Ricington, Warwick, Grocer. May 5 at 11 at the Bath Hotel, Leamington Priors. Davies, Southam.
- Frazer, John, William Frazer, and Benjamin Frazer, Newcastle-upon-Tyne, Manufacturers. May 7 at 12 at offices of the Law Society, Royal arcade, Newcastle-upon-Tyne.
- Gelderd, John, Ulverston, Lancashire, Currier. May 7 at 2 at the Temperance Hall, Ulverston. Park, Ulverston.
- Gibson, Jasper Craven, Hexham, Northumberland, Draper's Assistant. May 4 at 11 at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne.
- Giles, Alexander, Dalton lane, Hackney, Commercial Traveller. May 1 at 4 at offices of Swaine, Cheapside.
- Godfrey, Elijah, Creeth St Michael, Somerset, Grocer. May 5 at 11 at offices of Trenchard, Registry place, Taunton.
- Greeb, Charles Frederick, Bradford, Confectioner. April 28 at 11 at offices of Harris and Last, Bradford.
- Griffiths, Thomas, Wednesbury, Stafford, Butcher. May 3 at 10.30 at offices of Hill, Bridge st, Walsall.
- Gripton, Joseph, Stafford, Baker. May 5 at 3 at the Rose and Crown Inn, Market st, Stafford. Twynnam, Rugeley.
- Hammond, William Bennett, Narrow st, Ratcliff, Miller. April 30 at 3.30 at 99, Mark lane. Young and Son.
- Handby, John Marshall, Bradford, York, Greengrocer. April 30 at 10 at 10 at 39, Manor row, Bradford.
- Harris, George, Liverpool, Cabinet Maker. May 8 at 3 at offices of Lawrence and Dixon, Commerce court, Lord st, Liverpool.
- Hawkins, Jacob, Totterdown, Somerset, Builder. May 4 at 2 at offices of Parsons, Nicholas st, Bristol. Roberts.
- Hersey, George, Tonbridge, Kent, Hoop Manufacturer. May 2 at 3 at offices of Fenner and Co, Mount pleasant, Tonbridge Wells. Stone and Simpson, Tonbridge Wells.
- Hey, John, and John Hemmings, Oswest, York, Woollen Manufacturers. May 2 at 3 at offices of Burton, New st, Oswest.
- Hill, Thomas, Burbage, Leicester, Framework Knitter. May 8 at 3 at offices of Wright, Gallowtree gate, Leicester.
- Hilton, William, Manchester, Tailor. May 7 at 11 at offices of Hodgson, Tib lane, Manchester.
- Hope, Jane, York, Grocer. May 3 at 11 at offices of Young, Low Ousegate, York.
- Horne, Benjamin, Shipley, York, Grocer. May 2 at 3 at offices of Singleton, Bradford.
- Howitt, Philip, Sale, Cheshire, Joiner. May 3 at 3 at offices of Horner and Son, Clarence st, Manchester.
- Hughes, William, Festiniog, Merioneth, Grocer. May 3 at 1 at offices of Ellis, Four Crosses, Festiniog.
- Jacob, Alfred, Birmingham, Jeweller. April 30 at 3 at offices of Webster and Graham, Colmore row, Birmingham.
- Johnson, Edward Lionel, Jun, Mark lane, Merchant. May 7 at 12 at the Guildhall Tavern, Gresham st. Rooks and Co, King st, Cheap side.
- Jones, Albert Lewis, Aberystwith, Cardigan, Horse Dealer. April 30 at 12 at the Talbot Hotel, Tregaron.
- Jones, Benjamin, Pontwynmawr, Mon, Innkeeper. May 2 at 11 at offices of Morgan, Commercial st, Pontypool.
- Jones, Edward Thomas, Swansea, Grocer. May 3 at 2 at offices of Beckingham, Albion chambers, Broad st, Bristol. Leyson, Swansea.
- Jones, James Waldron, Bishopgate st without, Draper. May 2 at 3 at offices of Chapman, Basinghall st.
- Jones, John, Bradford, Builder. May 4 at 11 at offices of Cross and Cox, Telegraph chambers, Market st, Bradford.
- Jones, Joseph, and John Tomlinson, Blackburn, Colliery Proprietors. May 3 at 11.30 at the Mitro Hotel, Cathedral yard, Manchester.
- Hindle, Over Darwen.
- Jones, Walter, Lamb st, Spitalfields, Baker. April 28 at 1 at the Masons' Hall Tavern, Macons' avenue. Waring, Borough High st.
- Jowett, Edwin Thompson, Birstal, York, Gardener. May 4 at 3 at offices of Shaw, Bond st, Dewsbury.
- Jowitt, Joseph, Leeds, Boot Manufacturer. May 1 at 3 at offices of Burrell and Pickard, Albion st, Leeds. Pullan.
- Lane, William, Birmingham, Poulterer. May 2 at 3 at offices of Jaques, Cherry st, Birmingham.
- Lee, Henry, Southwark st, Iron Merchant. May 7 at 12 at the Guildhall Tavern, Gresham st. Philp, Budge row, Cannon st.
- Leunmark, Herman August, Granville sq, King's cross, out of business. May 5 at 2 at offices of Innes and Son, Fenchurch st.
- Levy, Jacob, Dewsbury, York, Rag Merchant. May 2 at 2 at the Scarborough Hotel, Dewsbury. Ibberson, Dewsbury.
- Lund, Thomas, facet Hall, York, Farmer. May 8 at 11 at the Ship Hotel, Skipton. Thomson and Wilson, Kendal.
- Mackenzie, Charles Henry, Kingston-upon-Hall, Furniture Dealer. May 4 at 3 at offices of Terry, Coggs's chambers, Bowley lane, Kingston-upon-Hall.
- Meek, Alfred, Clarendon green, Card Board Manufacturer. May 4 at 3 at offices of Smith, Great James st.
- Milbourne, Charles, Ash grove, Somerset, Dairyman. May 4 at 1 at the Waldegrave Arms, Radstock. Bartrum, Bath.
- Molesworth, George, Brownhill's, Stafford, Plumber. May 3 at 3 at offices of Dale, Bennett's hill, Birmingham.
- Moore, William, Ludley, York, Shoddy Manufacturer. May 2 at 4 at offices of Barker and sons, Estate buildings, Huddersfield.
- Moreton, Ralph, Middlesbrough, out of business. April 25 at 2 at offices of Lees, Exchange buildings, Middlesbrough. Staniland, Middlesbrough.
- Moseley, John, Edgaston, Salop, Farmer. May 7 at 11 at the White Horse Inn, Wem. Remer, Sandbach.
- Murphy, Robert, Newhall, Derby, Grocer. May 2 at 2 at the Midland Hotel, Station st, Burton-on-Trent.
- Niehols, James, Skewen, Glamorgan, Shoemaker. May 5 at 1 at offices of Charles, The Parade, Neath.
- Nixon, Thomas James, South Shields, Builder. May 1 at 2 at the Station Hotel, Newcastle-upon-Tyne. Hoyle and Co, Newcastle-upon-Tyne.
- Noad, William, Three Colt st, Limbhouse, Boot Dealer. May 5 at 10.15 at offices of Hicks, Globe rd, Mile End.
- Northover, Thomas, Tibbury, Wilts, Licensed Victualler. May 3 at 2 at the County Court Offices, Salisbury. Robins, Shaftesbury.
- Peek, William, Watford, Hertford, Tailor. May 2 at 2 at offices of Briant, Winchester House, Old Broad st.
- Peel, John, Bradford, Warp Sizer. May 4 at 11 at offices of Peel and Gann, Chapel lane, Bradford.
- Phillips, William, Carmarthen, Saddler. May 1 at 10.15 at offices of Griffiths and Green, The Mary st, Carmarthen.
- Pratt, John, New Milverton, Warwick, Upholsterer. April 30 at 12 at offices of Overall, Warwick, Leamington.
- Ratcliffe, Joseph, Stanton st, Commercial rd, Peckham, Carman. May 5 at 10 at the Dorset Arms, Gt Kent rd.
- Rawlins, Emily, Devizes, Wilts. May 4 at 11 at offices of Day and Marshall, St John st, Devizes.
- Rawnsley, Edward, and Samuel Scholefield, Bradford, Staff Manufacturers. May 7 at 11 at offices of Watson and Dickens, Victoria chambers, Market st, Bradford.
- Redgate, Edwin, Sheffield, Sewing Machine Dealer. May 4 at 11 at offices of Binney and Sons, Queen st chambers, Sheffield.
- Richards, Benjamin, Claddowen, Carmarthen, Farmer. April 30 at 2 at the Railway Inn, Llandilo. Lloyd, Lampeter.
- Richardson, George, and John George Richardson, Leeds, Boot Upper Manufacturers. May 3 at 12 at offices of Rooks and Midgley, White Horse st, Boar lane, Leeds.
- Roberts, Richard, Arboretum, Worcester, Baker. May 5 at 3 at offices of Pitt, The Avenue, Cross, Worcester.
- Salt, William, Cannon st, Wholesale Warehouseman. May 14 at 1 at 11, Cheapside. Philp, Budge row, Cannon st.
- Schofield, John, Ram-bottom, Lancashire, Cotton Spinner. May 4 at 3 at the Clarence Hotel, Spring gardens, Manchester. Grundy and Co, Bury.
- Shaw, James, Gloucester rd, Seven Sisters' rd, Accountant's Clerk. May 1 at 2 at offices of Hudson and Co, Bucklebury.
- Smehurst, John Windsor, Higher broughton, Manchester, Grocer. May 4 at 3 at offices of Boote and Edgar, Booth st, Manchester.
- Smith, Henry, Watlington, Oxford, Butcher. April 30 at 3 at the Spread Eagle Hotel, Thame. Payne, King's rd, Gray's inn.
- Smith, Thomas, Nottingham, Livery Stable Keeper. May 4 at 12 at offices of Acton, Victoria st, Nottingham.
- Spiller, James, Palmerston terrace, Lordship lane, Camberwall, Dairyman. May 1 at 2 at offices of Swaine, Cheapside.
- Strinzer, Herbert, Bilton, Stafford, Furniture Dealer. May 5 at 11 at offices of Stratton and Rudland, Queen st, Wolverhampton.
- Sykes, Henry, Manchester, Clothier. May 11 at 3 at offices of Gardner, Brown st, Manchester.
- Tait, James, Newcastle-upon-Tyne, Drysalter. May 2 at 2 at the Station Hotel, Newcastle-upon-Tyne. Hoyle and Co, Newcastle-upon-Tyne.

Taylor, William, Coventry, Watch Manufacturer. May 1 at 12 at offices of Hughes and Masser, Little Park st, Coventry
 Todd, George, Leeds, Leather Merchant. May 4 at 12 at offices of Rooke and Midgley, White Horse st, Boar lane, Leeds
 Toser, George Bassett, Cullumpton, Devon, Saddler. May 8 at 12 at the Bude Hotel, Exeter. Burrow, Cullumpton
 Vince, William, Norwich, Tobaccoist. May 4 at 12 at offices of Chittcock and Woods, Bank st, Norwich
 Walsh, Joseph, Batley, York, Grocer. May 4 at 2 at the King's Arms Hotel, Dewsbury. Shackleton, Halifax
 Whitbread, Josiah, Oxford at, Fancy Stationer. May 3 at 2 at offices of Lockver, Gresham buildings, Basinghall st
 White, William Roden, Bridgford, Glamorgan, Draper. April 30 at 11 at offices of Morgan and Scott, High st, Cardiff
 Wright, Charles, Ipswich, Veterinary Surgeon. May 10 at 12 at offices of Pollard, St Lawrence st, Ipswich
 Yates, Susan Maria, Teignmouth, Devon. May 5 at 12 at offices of Templer, Catherine st, Teignmouth

TUESDAY, April 24, 1877.

Antill, Jabez John, Enfield Lock, Ponders End, Grocers' Assistant. May 10 at 3 at offices of Aird, Eastcheap
 Atkinson, Edward Barrass, West Rastchop, Durham, Grocer. May 11 at 11 at Carr's Half Moon Hotel, New Elvet. Brignall, jun, Durham
 Bateman, Rowland, Walsall, Stafford, Boot Maker. May 8 at 11 at offices of Glover, Park st, Walsall
 Beaumont, William Henry, Reading, Berks, Engineer. May 5 at 11 at offices of Dodd, Friar st, Reading
 Beilham, Charles, Tole-shunt Major, Essex, General Shop Keeper. May 1 at 11 at offices of Crick and Freeman, Gate st, Maldon
 Bolton, William, Atherton, Warwick, Grocer. May 7 at 12 at offices of Fowke, Ann st, Birmingham
 Boyd, George, and Alexander Boyd, Hurst, Lancashire, Cotton Spinners. May 9 at 3 at the King's Arms Hotel, Yorkshire st, Oldham. Pensonby and Carlile, Oldham
 Bradbury, William, Penkhull, Stafford, Greengrocer. May 3 at 3 at 8, Chesapeake, Hanley. Ashmall
 Brady, James, Darlington, Durham, Upholsterer. May 8 at 10.30 at offices of Wooler, Priestgate, Darlington
 Brown, James, Addlestone, Surrey, Builder. May 1 at offices of Winkworth and Heworth, Chertsey, in lieu of the place originally named Buck, Medley, Kingston-upon-Hull, Printer. April 26 at 3 at offices of Laverack, Land of Green Ginger, Kingston-upon-Hull
 Buriton, William, Werrington, Lancashire, Joiner. May 7 at 3 at offices of Davies and Brook, Market place, Warrington
 Burnet, Thomas, Derby, Grocer. May 5 at 11 at the Commercial Sale Room, Warwick, Derby. Hextall, Derby
 Bushnell, Charles James Henry, Birmingham, Jeweller. May 2 at 3 at offices of Mathews and Smith, Waterloo st, Birmingham
 Cain, Henry Charles, Halifax, York, Watchmaker. May 10 at 1 at the Hen and Chickens Hotel, New st, Birmingham
 Davey, Henry, Tiverton, Devon, Gent. May 17 at 3 at offices of Dunsford and Co, Fore st, Tiverton
 Davis, David, Spalding, Lincoln, Grocer. May 7 at 1 at the White Hart Hotel, Spalding. Calthorpe, Spalding
 Davies, John, Hild, Fune, Coal Merchants' Agent. May 3 at 3 at offices of Feckham and Co, Keight's Elder st, Doctors' commons
 Drake, Edwin, William Drake, and Joseph Jowett, Clayton, York, Builders. May 4 at 11.30 at offices of Lancaster and Wright, Manor row, Bradford
 Eatough, Joseph, Blackburn, Lancashire, Brewery Manager. May 14 at 3 at the Clarence Hotel, Spring gardens, Manchester. Baldwin, Clitheroe
 Ellis, Richard, Batley, York, General Dealer. May 8 at 10.30 at offices of Ridgway and Ridgway, Church st, Dewsbury
 Evans, Alfred, South Shields, Durham, Assistant Grocer. May 3 at 3 at offices of Bell, King st, South Shields
 Eyre, George Henry, Cardiff, Glamorgan, Publican. May 7 at 2 at offices of Griffith and Corbett, Quay st, Cardiff
 Fembow, Thomas, Sunderland, Durham, Cabinet Manufacturer. May 7 at 11 at offices of Robinson, John st, Sunderland
 Fielding, Obadiah, Oldham, Lancashire, Cotton Waste Dealer. May 10 at 3 at offices of Ascroft and Sons, Clegg st, Oldham
 Fisher, Frederick, Evelyn st, Deptford, Surgeon. May 7 at 11 at offices of Lockyer, Deptford bridge
 Fraser, Jonathan, Ashby-Parva, Leicester, Commission Agent. May 14 at 3 at offices of Wright, Belvoir st, Leicester
 Frost, Emma Russell, Bristol, Stay Manufacturer. May 7 at 2 at offices of Tribe and Co, Albion chambers, Bristol. Fossell and Co, Bristol
 Garrett, Thomas Samuel, Napton-on-the-Hill, Warwick, Publican. May 7 at 3 at offices of Wood, Southam
 Gibbs, Frederick John, Reading, Berks, Grocer. May 7 at 3 at offices of Cooper, Chancery lane
 Gledson, Joseph, Morpeth, Northumberland, Grocer. May 8 at 11 at offices of Purdy, Bridge st, Morpeth
 Goslin, Edward, Charlotte st, Old st, Shoreditch, Cabinet Maker. May 1 at 3 at offices of Mitchell, Argyle st, Regent st. Goatly, Bow st, Govent garden
 Graham, Annie, Maryport, Cumberland, Miller. May 5 at 11 at 37, John st, Maryport. Collin
 Greenfield, Matthew, Leeds, Bricklayer. May 11 at 3 at offices of Lodge, Park row, Leeds
 Hall, Frederick, Dalton lane, Lamo Dealer. May 17 at 3 at 173, Ball's Ford rd, Ilkington. Fenton, Hichgate
 Hallett, Thomas, Lymington, Devon, Farmer. May 9 at 11 at offices of Fryer, Gandy st, Exeter
 Harris, Joseph, Normanton, York, Fishmonger. May 4 at 11 at offices of Lake, Southgate, Wakefield
 Harris, William, Aldminster, Worcester, out of business. May 11 at 11 at the Crown Hotel, Evesham. Byren and Cox, Evesham
 Hathway, Thomas, Frampton Cotterell, Gloucester, Saddler. May 2 at 11 at offices of Esery, Guildhall, Broad st, Bristol
 Hayward, Jeremiah Olive, Denbigh terrace, Baywater, Builder. May 4 at 2 at 85 and 86, Chesapeake, Lowless and Co, Martin's lane, Cannon st
 Heath, Harry, St Albans, Hertford, Plumber. May 7 at 3 at Masons' Hall Tavern, Masons' avenue, Coleman st. Wells, St Albans

Heptonstall, James, Leeds, Coal Merchant. May 16 at 2 at offices of Harle, Bank st, Leeds
 Higgett, Samuel, Lincoln, Butcher. May 9 at 11 at offices of Ward, Silver st, Lincoln
 Hobbs, John, Uxst. Mon, Malster. May 4 at 12 at the Castle Hotel, Uxst. Gardner, Uxst
 Hookings, John, Ryde's court, Leicester sq. May 10 at 3 at offices of Davies, Furnivall's inn, Holborn
 Howe, George, Manchester, Confectioner. May 7 at 3 at offices of Mackinson and Son, Backfairs st, Manchester
 Hughes, Robert, Portmadoc, Carnarvon, Butcher. May 5 at 1 at offices of Jones and Jones, Brecon place, Portmadoc
 Humphreys, William, Welshpool, Montgomery, Draper. May 8 at 12 at offices of Harrison and Mauries, Barriaw st, Welshpool
 Hutchinson, John Clement, Kingston-upon-Hull, Chemist. May 7 at 2 at offices of Hind, Quay st, Kingston-upon-Hull
 Jackson, William, Middleborough, York, out of business. May 2 at 2 at offices of Lees, Exchange place, Middlesborough
 Jones, David, Tonnypandy, Glamorgan, Grocer. May 8 at 2 at offices of Tribe and Co, Albion chambers, Bristol. Morgan, Pontypridd
 Jones, Llewelyn, Llanfylli, Carnarvon, Tailor. May 9 at 3 at the Royal Hotel, Manchester. Jones and Roberts, Carnarvon
 Jones, Thomas, South Sea, York, Publican. May 8 at 12 at offices of Thompson, High st, Stockton-on-Tees. Trotter, Stockton-on-Tees
 Jones, Thomas, Llandilofawr, Carmarthen, Saddler. May 7 at 3 at offices of Roberts, Clare st, Bristol
 Kinsey, William Barber, Bloxwich, Stafford, Clothier. May 8 at 2.30 at offices of Gover, Park st, Walsall
 Kirby, Thomas Horton, Leicester, Tailor. May 14 at 2 at offices of Wright, Belvoir st, Leicester
 Knight, Henry, Cardiff, Cabinet Maker. May 2 at 10 at the Fleece Hotel, Gloucester. Clark, Cheltenham
 Lines, Ellis, Birmingham, out of business. May 2 at 12 at offices of Sander-on, Church st, Warwick
 Longbottom, Joseph, Leeds, Chair Manufacturer. May 7 at 12 at offices of Rooke and Midgley, White Horse st, Boar lane, Leeds
 Lord, James Travis, Penrith, Cumberland, Coal Agent. May 11 at 3 at 28, Southend rd, Penrith. Cant
 Martin, John Phillips, Cottingham, York, General Dealer. May 4 at 3 at offices of Laverack, Land of Green Ginger, Kingston-upon-Hull
 Matthews, Isaac, Newport, Mon, Boot Manufacturer. May 10 at 2 at offices of Sharp, Ann st, Birmingham. Jones, Abergevenny
 Messenger, Richard, High rd, Tottenham, Draper. May 10 at 12 at offices of Lovering and Co, Gresham st. Cox and Sons, Glosk lane
 Miles, John, Friendly place, White Horse lane, Mile End rd, Commission Agent. May 2 at 3 at offices of Pittman, Stamford
 Miller, Henry, Sheffield, out of business. May 4 at 12 at offices of Paterson, Queen st, Sheffield
 Mills, Anne Tyleyern, Middlesborough, Schoolmistress. May 5 at 11 at offices of Sory, Zetland rd, Middlesborough
 Moffat, James, Breck green, Lancashire, Tea Merchant. May 11 at 2 at offices of Lowe, Castle st, Liverpool
 Moore, Francis, Burnley, Earthenware Dealer. May 9 at 3 at offices of Nowell, Hargreaves st, Burnley
 Morriss, Richard, Ackworth, York, General Dealer. May 5 at 3 at the Commercial Inn, Leeds. Kaberry, Pontefract
 Moss, James, Hudson rd, Barking rd, out of business. May 8 at 4 at offices of Wood and Hare, Basinghall st
 Neuman, Alfred, Kingston-upon-Hull, Seed Merchant. May 4 at 2 at the Green Dragon Hotel, Bishopsgate st. Jackson, Hull
 Pease, George, Williams, and John Garlicker Penn, Cardiff, Merchants. May 4 at 3 at offices of Williams and Co, Albert chambers, High st, Cardiff. Ingledew and Co, Cardiff
 Pfeiffer, Ernst, Queen Victoria st, Merchant. May 8 at 2 at the Guildhall Tavern, Gresham st. Farrar and Farrar, Wardrobe place, Doctors' commons
 Plummer, George, Goole, York, Coal Exporter. May 4 at 11 at offices of Fernandes, Cross sq, Wakefield
 Potter, John Ball, George st, Hampstead rd, Upholsterer. May 5 at 12 at offices of Smith, Staple inn
 Price, John, Shrewsbury, Salop, Shopkeeper. May 8 at 1 at the Bull's Head Inn, Castle gates, Shrewsbury. Travis, Church lane, Tipton
 Ridley, William Henry Parsons, St Leonard's st, Bromley, Grocer. May 7 at 2 at the Guildhall Tavern, Gresham st
 Ray, Elisa Sarah, and Edward Stewart Harrison, Great Castle st, Regent st, Jewellers. May 7 at 3 at 36, Newman st, Oxford st. Fraser, Dean st, Shro
 Read, Henry Arthur, Bradford-on-Avon, Wilts, Licensed Victualler. May 9 at 12 at offices of Grey, Market House, Trowbridge
 Reesler, George, Sholing, Hants, Wheelwright. May 7 at 3 at offices of Watts, High st, Southampton
 Roberts, Cornelius, Aberystwith, Cardigan, Butcher. May 3 at 11 at 29, Little Darkgate st, Aberystwith
 Sadler, Charles, Birmingham, out of business. May 8 at 3 at offices of Walter, Ann st, Birmingham
 Smallcombe, William, Bristol, Omnibus Proprietor. May 4 at 12 at offices of Clifton, Corn st, Bristol
 Smith, Henry, Halifax, Basket Maker. May 4 at 3 at offices of Leongbottom, Northgate chambers, Halifax
 Smith, Joseph, Farnborough, Hants, Bootmaker. May 4 at 12 at offices of Dorbridge, Farnham rd, Guildford
 Stagg, William Tyndall, Surrey, Strand, no occupation. May 7 at 2 at offices of Shearman, Gresham st
 Stokes, Henry Mather, Blue Anchor rd, Grocer. May 14 at 3 at offices of Beard and Co, King William st. Winnett, Fenchurch st
 Sutcliffe, Alfred, Bradford, Commission Agent. May 5 at 10 at offices of Peeland Gaunt, Chapel lane, Bradford
 Sutcliffe, Grace, Lydgate, York, Grocer. May 10 at 3 at the White Hart Hotel, Tordomorden. Sager, Tordomorden
 Tanner, William John, Birmingham, Builder. May 3 at 3 at offices of Dagmore and Pinfild, Bennett's hill, Birmingham. Walter, Birmingham
 Thores, James Henry, Leeds, Grocer. May 7 at 3 at offices of Pickering, South parade, Leeds

Walmley, Thomas, and Richard Gregory, Bolton, Contractors. May 7 at 3 at offices of Grundy and Co, Union st, Bury
 Watkins, Evan, Ystradgynlais, Brecon, Licensed Victualler. May 14 at 12 at offices of Kempthorne, Duffryn chambers, Neath
 Whittle, Robert, Preston, Tailor. May 9 at 3 at offices of Forshaw, Cannon st, Preston
 Willbourn, Richard Woodward, Roman rd, Old Ford, Cheesemonger. May 3 at 3 at offices of Quilter, Fore st
 Woodruff, James, Blackburn, Draper. May 4 at 3 at offices of Tatter-sall, Richmond terrace, Blackburn. Terry and Robinson, Bradford
 Wyatt, William Edward, John st, Kingsland rd, Mechanical Engineer. May 8 at 3 at offices of Reader, Gray's inn sq
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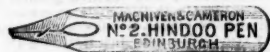
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